

CITY OF IRWINDALE

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



NOTICE AND AGENDA FOR THE *AMENDED* SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

RECLAMATION AUTHORITY

HOUSING AUTHORITY

MARCH 8, 2023

**SPECIAL MEETING – 5:30 P.M.
OPEN SESSION - 6:30 P.M.**

CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER

Via Zoom Webinar at <https://us02web.zoom.us/j/87104592389>
Webinar ID: 871 0459 2389

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

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

Americans with Disabilities Act: In compliance with the ADA and Government Code section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can be found on the City's website: <https://www.irwindaleca.gov/DocumentCenter/View/8075/AB-2449-Reasonable-Accommodation-Policy>. If you need special assistance to participate in a City Council or Commission meeting or other services offered by this City, including an electronic or printed copy of the City's reasonable accommodation policy, please contact City Hall at (626) 430-2200. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

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



Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



SPECIAL MEETING – 5:30 P.M.

A. CALL TO ORDER

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

C. AB 2449 DISCLOSURES

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

SPONTANEOUS COMMUNICATIONS

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

D. RECESS TO CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

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

Case Number: 22STCV01394

**Case Name: City of Irwindale As Successor Agency to the Irwindale Community
Redevelopment Agency, et al. v. County of Los Angeles**

**Case Number: Ventura County Superior Court Case No. 56-2015-00464100-CU-WM-
VTA**

2. Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

Property: Olive Pit (APN 8415-001-906, 908)

Agency negotiator: Julian A. Miranda, City Manager and William K. Tam, Interim Director
of Engineering / Building Official

Negotiating Parties: United Rock Products Corp.

Under negotiation: Sublease Price and Terms

3. Public Employee Performance Evaluation

Title: City Manager

Title: City Attorney

E. RECONVENE IN OPEN SESSION

F. REPORT FROM CLOSED SESSION

G. ADJOURNMENT

*Agenda amended on Tuesday, March 7, 2023 at 3:50 p.m. to add the item **bolded, italicized, underlined and highlighted** under D1.*

*Agenda amended on Monday, March 6, 2023 @ 4:10 p.m. to add the item **bolded, italicized, underlined and highlighted** under D3.*

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

D. AB 2449 DISCLOSURES

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

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

F. CHANGES TO THE AGENDA

G. REPORT FROM CLOSED SESSION OF FEBRUARY 22, 2023

H. COUNCIL MEMBER TRAVEL REPORTS

I. COUNCILMEMBER COMMENTS

J. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

K. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Presentation by Jose Martinez, General Manager of the Valley County Water District
2. Proclamation proclaiming March as Red Cross Month

L. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

1. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

- A) Special Joint meeting held February 8, 2023
- B) Regular meeting held February 8, 2023

2. Warrants/Demands/Payroll

Department: Finance

Recommendation: Approve

3. Concealed Carry Weapons (CCW) Permits

Department: Police

Recommendation: Receive and file the agenda report, documenting the procedure of processing and issuance of CCW permits by the Irwindale Police Department.

4. Opposition to State Ballot Initiative 21-0042A1, the Taxpayer Protection and Government Accountability Act

Department: Administration

Recommendation: (1) **Adopt Resolution No 2023-19-3397** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA TO OPPOSE STATE BALLOT INITIATIVE 21-00042A1, THE "TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT"; and (2) Authorize the Mayor to send to send a letter on behalf of the City Council, opposing the initiative.

5. Fourth Amendment to the Irwindale Fee Agreement for City Attorney Services with Aleshire & Wynder, LLP

Department: Legal Counsel

Recommendation: Approve the Fourth Amendment to the Irwindale Fee Agreement for City Attorney Services with Aleshire & Wynder, LLP and Authorize the Mayor to Execute Amendment.

M. SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action.

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

to represent the group, so as to avoid unnecessary repetition. The City Council may regulate a speaker who is speaking too long, being unduly repetitious, or extending discussion of irrelevancies.

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

Tier 1: In-person attendees

Tier 2: Teleconference attendees

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

N. NEW BUSINESS

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

1. City Manager Base Salary Increase

Department: Administration

Recommendation: **Adopt Resolution No. 2023-22-3400** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A SALARY INCREASE FOR THE CITY MANAGER."

2. Calle de Paseo Red Curb Study

Department: Engineering

Recommendation: Discuss staffs' recommendations based on the Calle de Paseo Red Curb Study and Supplemental Crosswalk Evaluation, and provide direction regarding implementation.

3. Update on Flashing Crosswalks on Irwindale Avenue (Verbal)

Department: Engineering

4. Regulation of Unmanned Aircraft Systems (UAS)/Drones in Other California Cities

Department: Legal Counsel

Recommendation: Discuss and provide direction regarding regulation of Unmanned Aircraft Systems (UAS)/Drones.

5. Introduction and First Reading of Ordinance No. 767 Pertaining to Amendment of Sections 5.04.060, 5.04.070, 5.04.270, 5.04.410, and 5.04.420 of Chapter 5.04 of Title 5 of the Irwindale Municipal Code Related to the Dispute of Business Taxes, Licenses and Regulations

Department: Legal Counsel

Recommendation: **Introduce for first reading by title only and with further reading waived, Ordinance No. 767** entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTIONS 5.04.060, 5.04.070, 5.04.210, 5.04.270, 5.04.410, AND 5.04.420 OF CHAPTER 5.04 ("GENERAL REGULATIONS") OF TITLE 5 ("BUSINESS TAXES, LICENSES AND REGULATIONS") OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE DISPUTE OF BUSINESS TAXES, LICENSES AND REGULATIONS".

6. California Consulting Grant Update (Verbal)

Department: Administration

O. PUBLIC HEARINGS

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

1. Proposition 218 Public Hearing Regarding Proposed Increases to Existing Solid Waste Rates
Department: Public Services

Recommendation: Hold a Proposition 28 Public Hearing on Proposed Increases to Existing Solid Waste Rates, and assuming there is not a majority protest, **adopt Resolution No. 2023-21-3399** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RATIFYING, APPROVING, AND ADOPTING INCREASES TO EXISTING SOLID WASTE RATES AS SET FORTH IN THE FOURTH AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT FOR WASTE HAULING SERVICES BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES, IN ACCORDANCE WITH PROPOSITION 218".

P. CITY MANAGER'S REPORT

Q. REQUESTS BY COUNCILMEMBERS FOR FUTURE AGENDA ITEMS

R. ADJOURN

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

A. CONSENT CALENDAR

1. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

A) Special Joint meeting held February 8, 2023

B) Regular meeting held February 8, 2023

2. Warrants

Department: Finance

None for approval

3. Fourth Amendment to the Irwindale Fee Agreement for City Attorney Services with Aleshire & Wynder, LLP

Department: Legal Counsel

Recommendation: Approve the Fourth Amendment to the Irwindale Fee Agreement for City Attorney Services with Aleshire & Wynder, LLP and Authorize the Mayor to Execute Amendment.

B. SPONTANEOUS COMMUNICATIONS

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

C. NEW BUSINESS

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

D. PUBLIC HEARINGS

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

E. ADJOURN

HOUSING AUTHORITY

AB 2449 DISCLOSURES

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

A. CONSENT CALENDAR

1. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

A. Regular meeting held February 8, 2023

2. Fourth Amendment to the Irwindale Fee Agreement for City Attorney Services with Aleshire & Wynder, LLP

Department: Legal Counsel

Recommendation: Approve the Fourth Amendment to the Irwindale Fee Agreement for City Attorney Services with Aleshire & Wynder, LLP and Authorize the Mayor to Execute Amendment.

B. SPONTANEOUS COMMUNICATIONS

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

C. NEW BUSINESS

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

D. PUBLIC HEARINGS

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

E. ADJOURNMENT

RECLAMATION AUTHORITY

As required by Government Code section 54954.3, members of the City Council are also members of the Reclamation Authority, which is concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of \$300 for attending the Reclamation Authority meeting

A. CONSENT CALENDAR

1. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

A) Regular meeting held December 14, 2023

2. 2023 1st Quarter Mining Report of Nine (9) SMARA Pits

Department: Public Works Engineering

Recommendation: Receive and file the report.

3. Investment Quarterly Report for December 31, 2022

Department: Finance

Recommendation: Receive and file the Investment Quarterly report for the fiscal quarter ending December 31, 2022.

4. Fourth Amendment to the Irwindale Fee Agreement for City Attorney Services with Aleshire & Wynder, LLP

Department: Legal Counsel

Recommendation: Approve the Fourth Amendment to the Irwindale Fee Agreement for City Attorney Services with Aleshire & Wynder, LLP and Authorize the Mayor to Execute Amendment.

B. SPONTANEOUS COMMUNICATIONS

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

C. NEW BUSINESS

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

D. PUBLIC HEARING

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

E. ADJOURNMENT

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, Housing and Reclamation Authorities, to be held on March 8, 2023, be posted at the City Hall, Library, and Post Office on March 3, 2023.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

**IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706**

CC Item L-1-A
SA Item A-1-A

**FEBRUARY 8, 2023
WEDNESDAY
5:31 P.M.**

The Irwindale **CITY COUNCIL, SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY** met in special joint session at the above time and place.

ROLL CALL:

Present: Council/Board Members Mark A. Breceda, Manuel R. Garcia, Larry G. Burrola; Mayor Pro Tem / Vice Chair Albert F. Ambriz; Mayor / Chair H. Manuel Ortiz

Also Present: Julian A. Miranda, City Manager / Executive Director; Adrian Guerra, City Attorney / General Counsel; and Laura Nieto, Chief Deputy City Clerk / Assistant Authority Secretary

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS None.

CONSENT CALENDAR

MOTION A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. C1
A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE MEETINGS FOR THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE PERIOD BEGINNING FEBRUARY 8, 2023 THROUGH FEBRUARY 28, 2023

A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE PERIOD BEGINNING FEBRUARY 8, 2023, THROUGH FEBRUARY 28, 2023

RESOLUTIONS ADOPTED **Joint Resolution Nos. 2023-10-3388, SA 2023-11-3389, and HA 2023-02-133** entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE HOUSING AUTHORITY RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE

HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE PERIOD BEGINNING FEBRUARY 8, 2023, THROUGH FEBRUARY 28, 2023, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted.

**RECESS TO
CLOSED SESSION**

At 5:33 p.m., the City Council met in Closed Session to discuss the following:

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

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

ACTION: Discussion held, direction provided to staff; no reportable action taken (Councilmember Breceda recused himself from this item due to a potential conflict of interest).

Name of Case: Mariela Isabel Avila vs. City of Irwindale
Case Number: 23STCV0093

ACTION: Discussion held, update provided; no reportable action taken.

**RECONVENE IN
OPEN SESSION**

At 6:33 p.m., the City Council reconvened in Open Session with all members present.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:33 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

**IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706**

CC Item 1-B
**FEBRUARY 8, 2023
WEDNESDAY
6:33 P.M.**

The Irwindale **CITY COUNCIL** met in regular session at the above time and place.

ROLL CALL:

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

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Robert Castro, Interim Chief of Police; Theresa Olivares, Assistant City Manager; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

**CHANGES TO THE
AGENDA**

**CITY MANAGER
MIRANDA**

City Manager Miranda advised that Item No. 1H will be pulled from tonight's agenda and will be discussed at a future meeting.

**COUNCILMEMBER
TRAVEL REPORT**

**COUNCILMEMBERS
BRECEDA, BURROLA,
GARCIA, AND
MAYOR ORTIZ**

Councilmembers Breceda, Burrola, Garcia, and Mayor Ortiz each reported on their attendance at the ICA conference held in Santa Barbara.

**COUNCILMEMBER
COMMENTS**

None.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

**INTRODUCTION OF
POLICE SERVICES
SPECIALIST –
LISA AMAYA**

**INTRODUCTION OF POLICE SERVICES SPECIALIST – LISA
AMAYA**

The introduction was made.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

None.

**SPONTANEOUS
COMMUNICATIONS**

MAYOR ORTIZ

Mayor Ortiz announced that, in order to hold a more efficient meeting, members of the public will be afforded the opportunity to speak for up to three minutes per agenda item. Comments may be extended by an additional three minutes if another meeting attendee donates their time to the speaker. He stated that comments must be directed to the meeting Chair, and requested that all comments remain respectful. These guidelines will also be applied to all boards that convene during the meeting.

ANONYMOUS

An email submitted by an anonymous individual was read. The individual asked why the Council has not acknowledged Captain Fraijo and former Chief Henshaw's innocence from accusations levied against them. The individual also doubted the veracity of other accusations made against employees and stated that Councilmembers that are related to the accusers should refrain from speaking on the topic. The individual also thanked Captain Fraijo and former Chief Henshaw for their dedication to serving the residents and the community.

DENA ZEPEDA

Dena Zepeda spoke in support of awarding contracts to both Jan's Towing and Royal Coaches Towing.

CARMEN ROMAN

Carmen Roman agreed that towing contracts should not be awarded to a single operator. She also opposed the three-minute limit for public comments, and stated her belief that members of the public previously were awarded an unlimited amount of time to make comments. She stated her belief that the time limitation was unconstitutional and asked about her right to represent others.

Responding to a question by Carmen Roman, Mayor Ortiz advised that he made the decision to limit the available time for public comments in order to conduct meetings more efficiently.

CITY ATTORNEY
GUERRA

City Attorney Guerra advised that the Mayor may impose reasonable time restrictions for public participation as long as the public is allowed to participate, which is what Mayor Ortiz is implementing. He added that staff is in the process of preparing a policy and procedure guidelines for full discussion and public input at a future meeting.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Ambriz, to approve the Consent Calendar, with the exception of Item No. 1H, which will be considered at a future meeting. The motion was unanimously approved; Councilmember Burrola abstaining on Item Nos. 1F and 1G; Mayor Ortiz abstaining on Item No. 1G.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Special joint meeting held January 11, 2023
- 2) Regular meeting held January 11, 2023
- 3) Special meeting held January 12, 2023

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved.

ITEM NO. 1C
ACCEPTANCE OF
CITYWIDE RESIDENTIAL
CURB ADDRESS
PAINTING PROJECT

ACCEPTANCE OF CITYWIDE RESIDENTIAL CURB ADDRESS
PAINTING PROJECT

The Citywide Residential Curb Address Painting Project was accepted, the final project amount of \$2,828 was approved, and the City Clerk was authorized to record the Notice of Completion.

ITEM NO. 1D
APPROVAL OF
MEMORANDUMS OF
UNDERSTANDING
WITH ALL EMPLOYEE
GROUPS

APPROVAL OF MEMORANDUMS OF UNDERSTANDING WITH
ALL EMPLOYEE GROUPS

The Memorandum of Understanding by and between the City of Irwindale and the Irwindale City Employees Association (ICEA) July 1, 2021 – June 30, 2024, was approved; the Memorandum of Understanding by and between the City of Irwindale and the Irwindale Management Employees Association (IMEA) July 1, 2021 – June 30, 2024, was approved; the Memorandum of Understanding by and between the City of Irwindale and the Irwindale Police Officers' Association (IPOA) July 1, 2020 – June 30, 2024, was approved.

ITEM NO. 1E
REJECTION OF CLAIM -
HERMAN DAVID BRAVO
A MINOR AGAINST
CITY OF IRWINDALE

REJECTION OF CLAIM – HERMAN DAVID BRAVO, A MINOR
AGAINST CITY OF IRWINDALE

The claim of Herman David Bravo, a minor, against the City of Irwindale, was rejected, and staff was directed to send a letter of rejection.

ITEM NO. 1F
REJECTION OF CLAIM -
MARIELA AVILA
AGAINST CITY OF
IRWINDALE

REJECTION OF CLAIM – MARIELA AVILA AGAINST CITY OF
IRWINDALE

The claim of Mariela Avila against the City of Irwindale was rejected and staff was directed to send a letter of rejection; Councilmember Burrola abstaining.

ITEM NO. 1G
REJECTION OF CLAIM -
ROBERT AVILA
AGAINST CITY OF

REJECTION OF CLAIM – ROBERT AVILA AGAINST CITY OF
IRWINDALE

The claim of Robert Avila against the City of Irwindale was rejected

IRWINDALE and staff was directed to send a letter of rejection; Councilmember Burrola and Mayor Ortiz abstaining.

ITEM NO. 1H
PROPOSED
INTERNAL OFFICE
CLEAN-UP DAY

PROPOSED INTERNAL OFFICE CLEAN-UP DAY

This item will be considered at a future meeting.

ITEM NO. 1I
DECLARATION OF
SURPLUS EQUIPMENT

DECLARATION OF SURPLUS EQUIPMENT

RESOLUTION NO.
2023-14-3392
ADOPTED

Resolution No. 2023-14-3392, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, DECLARING CERTAIN PROPERTY SURPLUS, FINDING THAT THE PROPERTY HAS NOMINAL OR NO RE-SALE VALUE AND IS THEREFORE EXEMPT FROM THE REQUIREMENTS OF IRWINDALE MUNICIPAL CODE SECTION 3.44.150, AND AUTHORIZING THE CITY MANAGER TO PROVIDE FOR THE IMMEDIATE DISPOSITION OF SAID PROPERTY," was adopted.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A
ANNUAL
COMPREHENSIVE
FINANCIAL REPORT

ANNUAL COMPREHENSIVE FINANCIAL REPORT (Joint with Successor Agency and Housing Authority)

DIRECTOR BORHANI

Director Borhani presented the report and made a PowerPoint presentation.

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz commended the community, staff, commissioners, and the members of the Council for working together to make sound financial decisions.

COUNCILMEMBER
BURROLA

Councilmember Burrola thanked the members of the Finance Department for their collaboration and asked about the auditing process for next year, to which Director Borhani advised that the auditors change the documentation sample size every year and analyze certain items more extensively than others. Director Borhani added that staff is also pursuing every grant opportunity available, and that the auditors audit grants especially thoroughly.

COUNCILMEMBER
GARCIA

Councilmember Garcia noted a typo in the meeting documentation.

MAYOR ORTIZ Mayor Ortiz thanked the Finance staff and the auditing firm for their work on this item.

DIRECTOR BORHANI Director Borhani acknowledged the hard work of the city Finance Department as well as the input from staff from the various city departments.

MOTION A motion was made by Councilmember Burrola, seconded by Councilmember Breceda, to receive and file the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal Year ended June 30, 2023. The motion was unanimously approved.

ITEM NO. 2B
ADOPT RESOLUTION
APPOINTING A
RESIDENT
REPRESENTATIVE TO
THE IRWINDALE
COMMUNITY
FOUNDATION ADOPT RESOLUTION NO. 2023-12-3390 APPOINTING A
RESIDENT REPRESENTATIVE TO THE IRWINDALE COMMUNITY
FOUNDATION FOR A TERM EXPIRING JUNE 30, 2024

CITY MANAGER
MIRANDA City Manager Miranda presented the staff report.

MAYOR ORTIZ Mayor Ortiz nominated Nathanael Romero.

RESOLUTION NO.
2023-12-3390
ADOPTED **Resolution No. 2023-12-3390**, entitled:
"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE APPOINTING A RESIDENT REPRESENTATIVE
MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION FOR
A TERM EXPIRING JUNE 30, 2024," was passed, approved, and
adopted, thereby appointing Nathanael Romero to the Irwindale
Community Foundation, with all Councilmembers voting in favor
except for Councilmember Breceda, who opposed.

ITEM NO. 2C
VETERANS
MONUMENT AD HOC
COMMITTEE UPDATE VETERANS MONUMENT AD HOC COMMITTEE UPDATE

COUNCILMEMBERS
BRECEDA, GARCIA,
AND CITY MANAGER
MIRANDA Councilmembers Breceda, Garcia, and City Manager Miranda
declared a potential conflict of interest with this item, recused
themselves from discussing the matter, and exited the Council
Chambers. City Attorney Guerra advised he would consult with the
Fair Political Practices Commission to determine whether the three
may participate in future discussions relating to this topic.

ASSISTANT CITY MANAGER OLIVARES	Assistant City Manager Olivares presented the staff report.
CARMEN ROMAN	Responding to several questions by Carmen Roman, Assistant City Manager Olivares advised that the six military branches would be honored with flags, and noted that the exact configuration of the monument would be determined with input from the project architect.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz noted that each branch of the military has a reserve unit, which would be included when recognizing each branch. He added that he supported the half-moon display of the monument.
MOTION	A motion was made by Councilmember Burrola, seconded by Mayor Pro Tem Ambriz, to continue the process for the creation of the Veterans Monument as delineated in the staff report. The motion was unanimously approved; Councilmembers Breceda and Garcia absent.
RECESS	At 7:25 p.m., the City Council took a short recess.
RECONVENE	At 7:29 p.m., the City Council reconvened in open session with all members present.
<u>ITEM NO. 2D</u> CONSIDERATION OF RESOLUTION APPOINTING INTERIM DIRECTOR OF ENGINEERING / BUILDING OFFICIAL FOR A LIMITED DURATION OF TIME	CONSIDERATION OF RESOLUTION APPOINTING INTERIM DIRECTOR OF ENGINEERING / BUILDING OFFICIAL FOR A LIMITED DURATION OF TIME UNDER GOVERNMENT CODE SECTIONS 7522.56(C) AND 21221(H)
CITY MANAGER MIRANDA	City Manager Miranda presented the report.
COUNCILMEMBER BURROLA	Councilmember Burrola questioned whether a City Engineer is needed right away, asked whether a consulting firm could help fill the vacancy, and asked about the status of the recruitment for a permanent City Engineer, to which City Manager Miranda advised that staff is working on conducting the recruitment process for the permanent City Engineer position. He also noted that the position must be filled as soon as possible in light of former Director Hanna's abrupt resignation of January 26. City Manager Miranda noted that the Director position is required to oversee and manage the Engineering Department and to keep vital projects moving forward, and added that Mr. Tam has the qualifications to achieve these goals.
COUNCILMEMBER BRECEDA	Councilmember Breceda concurred that Mr. Tam possesses the required skills and attributes required for the position.

CARMEN ROMAN	Carmen Roman suggested that Mr. Tam not be allowed to promote staff or change salaries or employee duties while he serves in the temporary position. She also spoke in support of hiring somebody else to bring in a new perspective to the department.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem stated that he understood the public's sentiment toward Mr. Tam, but that he respected City Manager Miranda's recommendation to temporarily fill the Director position and supported hiring Mr. Tam.
RESOLUTION NO. 2023-13-3391 ADOPTED	Resolution No. 2023-13-3391, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINDALE APPROVING THE APPOINTMENT OF AN INTERIM DIRECTOR OF ENGINEERING / BUILDING OFFICIAL FOR A LIMITED DURATION UNDER GOVERNMENT CODE SECTIONS 7522.56(C) AND 21221(H)," was adopted on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, and unanimously approved.
<u>ITEM NO. 2E</u> REGULATION OF UNMANNED AIRCRAFT SYSTEMS (UAS) / DRONES	REGULATION OF UNMANNED AIRCRAFT SYSTEMS (UAS) / DRONES
CITY ATTORNEY GUERRA	City Attorney Guerra presented the staff report, and questioned whether a regulation should be adopted if it could not be enforced.
ROBERT HARTMAN	Robert Hartman spoke on his credentials and experience as a drone pilot, quoted from the minutes of previous Council meetings where this topic was discussed, and advised that drones cannot be controlled by land use ordinances and that the city has no authority or jurisdiction in FAA airspace. He stated his belief that the Council is ignoring the City Attorney's advice, which is costing the city money, and asked how much money the city has spent in legal fees in addressing this subject.
MAYOR ORTIZ	Mayor Ortiz advised that he has requested an ordinance to render the use of recreational drones illegal. He noted that drones have been observed flying over Nora, Fraijo, Baca, Sabre Lane, and Breceda streets. He noted that the concern seems to have resurfaced recently and residents are worried that their privacy is being invaded, and spoke in favor of preserving residents' privacy, especially in light of the coming summer months where residents can be expected to be outdoors more often. He spoke in support of adopting an ordinance prohibiting recreational drones, even if it is challenged in court, and noted that cities such as Los Angeles, Pasadena, Beverly Hills, and others have adopted such ordinances.

COUNCILMEMBER BURROLA	Councilmember Burrola stated that, although he is not opposed to drones, he is against them flying over residential areas if they have cameras since it makes residents uneasy and uncomfortable.
MAYOR ORTIZ	Mayor Ortiz stated that drones should be permitted for commercial and emergency uses, but that recreational uses should not be permitted in residential zones, especially since they tend to have powerful lenses that can pick up objects from far away that can potentially be photographed.
COUNCILMEMBER BRECEDA	Councilmember Breceda stated that he has not personally witnessed a drone flying in his neighborhood and indicated that, although he concurred in the importance of ensuring the safety of residents, he noted that adopting regulations pertaining to drones could be challenged in court. He opposed adopting such measure.
COUNCILMEMBER GARCIA	Councilmember Garcia suggested perhaps educating members of the public about how flying drones with cameras over residential units make the residents feel, and request that the drone operators avoid these areas, as opposed to adopting regulations or laws to prohibit drone uses.
MAYOR ORTIZ	Mayor Ortiz stated that the public has already been educated on the matter and that for a while, the drone operators stopped flying over residential areas. However, this seems to have picked back up around November, which has lead to the need to adopt regulations tonight.
CARMEN ROMAN	Carmen Roman agreed with Councilmember Garcia's suggestion to educate the public on drone uses and stated that drone uses over neighborhoods has improved since two years ago, but suggested implementing an ordinance to prohibit drones before the summer.
DENA ZEPEDA	Dena Zepeda stated that she complained about drone uses since she believes her privacy was invaded by one. She stated that she called the Police to report the drone but that they were unable to do anything about it. She said that people should be able to use drones but not when doing so invades other people's privacy.
ROBERT HARTMAN	Robert Hartman stated that he stopped flying his drone about 2 ½ years ago when concerns were raised, but that he has recently begun flying them again. He noted that, if drones hover over properties, it is possible that they are looking in on the residences, but that if they are simply flying by, drones are incapable of focusing on specific objects. He added that he only flies drones at a minimum height of 100 feet, which is insufficient to focus on smaller objects, and noted that he tends to fly them at 380 feet to take photos of the sunset.

MAYOR ORTIZ	Mayor Ortiz stated that drones with powerful lenses are a nuisance.
MAYOR PRO TEM AMBRIZ	Responding to a question by Mayor Pro Tem Ambriz, City Attorney Guerra elaborated on the options included in the staff report. Mayor Pro Tem Ambriz agreed on the need for regulation, with no intention to target any individual, but rather to ensure the privacy of residents.
CITY ATTORNEY GUERRA	City Attorney Guerra asked for clarification on what the Council would like to regulate, to which Mayor Ortiz indicated he would like to make the use of recreational drones illegal.
COUNCILMEMBER BURROLA	Councilmember Burrola spoke against prohibiting drones. Rather, he suggested possibly having operators register their drones with the city and adopting a resolution or ordinance that the Police Department can then enforce.
COUNCILMEMBER BRECEDA	Councilmember Breceda opposed adopting an ordinance; rather, he suggested that the Police Department issue strict warnings to require operators to register their devices.
MOTION	A motion was made by Mayor Ortiz, seconded by Councilmember Burrola, to research ordinances adopted by other cities to prohibit drones and bring forward for adoption.
CITY ATTORNEY GUERRA	City Attorney Guerra advised that tonight's staff report includes ordinances adopted by other cities, and suggested perhaps directing the City Attorney's Office to draft an ordinance and return to the Council for consideration.
MAYOR ORTIZ	Mayor Ortiz spoke on the need to adopt measures since educating the public did not seem to produce the desired results.
CITY ATTORNEY GUERRA	City Attorney Guerra asked whether the Council is directing the City Attorney's Office to prepare an ordinance to prohibit the flying of recreational drones in residential areas, or to make it legal to fly drones for commercial or emergency purposes only.
COUNCILMEMBER BURROLA	Councilmember Burrola clarified that he was opposed to prohibiting drones.
MAYOR ORTIZ	Mayor Ortiz restated his desire to ban drone operation for purposes other than commercial or emergency.
COUNCILMEMBER BURROLA	Councilmember Burrola reiterated that he opposed banning drones.

COUNCILMEMBER BRECEDA	Councilmember Breceda repeated that he too opposes prohibiting drones, and suggested instead having the Police Department enforce a strict warning to drone operators.
COUNCILMEMBER BURROLA	Councilmember Burrola retracted his motion to Mayor Ortiz's motion.
CARMEN ROMAN	Carmen Roman stated her belief that drones cannot be completely prohibited, and noted that there are drone clubs that operate in the area. She repeated that she does not want drones to fly over residential neighborhoods.
MAYOR ORTIZ	Mayor Ortiz clarified his desire to ban drone operation over residential streets for purposes other than commercial or emergency.
DENA ZEPEDA	Dena Zepeda stated her preference that an ordinance be adopted banning drones from flying over her house.
MAYOR PRO TEM AMBRIZ	Responding to a question by Mayor Pro Tem Ambriz, City Attorney Guerra stated his opinion that the city likely would not be able to prohibit drones from flying over residential areas. City Attorney Guerra added that the FAA has already determined that they preempt all areas, including residential areas, from the ground up.
MAYOR ORTIZ	Mayor Ortiz asked how other cities adopted ordinances banning drones, to which City Attorney Guerra stated that the cities may have adopted them without fully researching the matter, or they were aware of the legalities of adopting the ordinances and adopted them anyway. Mayor Ortiz stated his desire to take the same action as these cities, to which City Attorney Guerra indicated that his firm could draft the ordinance if the majority of the Council directs him to do so. However, he stated his legal opinion that any ordinance regulating airspace would be subject to a legal challenge that would ultimately render the ordinance invalid.
DENA ZEPEDA	Dena Zepeda stated that it is illegal to invade anybody's privacy, to which City Attorney Guerra advised that privacy issues are valid concerns and noted that the state has already made a violation of privacy a civil and criminal offense.
MAYOR PRO TEM GUERRA	Mayor Pro Tem Ambriz asked whether the city could adopt an ordinance adopting state and federal laws, to which City Attorney Guerra advised that adopting an ordinance that codifies the restrictions of the FAA and state law would be redundant with federal and state laws. City Attorney reiterated that, should the Council give the direction, his firm could draft an ordinance, though it would likely be invalidated in court.

- COUNCILMEMBER GARCIA Responding to a question by Councilmember Garcia, City Attorney Guerra indicated that individuals that challenge the proposed ordinance in court could potentially benefit monetarily if the ordinance is invalidated.
- COUNCILMEMBER BURROLA Councilmember Burrola requested a report on the ordinances adopted by other cities.
- COUNCILMEMBER GARCIA Councilmember Garcia suggested obtaining input from the Police Department if they are expected to follow-up on these concerns.
- CHIEF CASTRO Police Chief Castro advised that officers could document when a drone operator utilizes drones in a manner contrary to state and federal laws. However, he clarified that violations of privacy may not be what is being assumed in this circumstance. He stated that individuals who stand at window level staring into others' homes would be considered an invasion of privacy. However, there is no expectation of privacy above the fence line under the law. He further noted that helicopters fly over residential areas with very powerful lenses specifically to record events and that there is no expectation of privacy at that point.
- Chief Castro further advised that officers can currently document complaints from residents and collect the evidence provided. However, officers cannot determine who the drone operator is most of the time. He indicated that he would prefer to avoid creating a false expectation since officers can only do what is permissible by law. He also stated that it may be possible to restrict drones from flying over large gatherings of people.
- MAYOR ORTIZ Mayor Ortiz pointed to the recent news wherein a Chinese balloon was shot down for spying, and stated that he would like to see this matter return to the Council with more information from those cities that have adopted ordinances.
- MAYOR PRO TEM AMBRIZ Mayor Pro Tem Ambriz thanked Chief Castro for the information and requested that officers be made aware of the details provided so that they may take appropriate action if they receive complaints from residents, to which Chief Castro advised that Detective Lopez is preparing a training bulletin in collaboration with the City Attorney's Office to provide to officers. The notice could also be adapted into a flyer that could be mailed to residents so that everybody would receive the same information.
- MOTION A motion was made by Mayor Ortiz, seconded by Councilmember Burrola, to direct staff to research the ordinances and resolutions adopted by other cities and return the results to the Council for further discussion. The motion was unanimously approved.

ITEM NO. 2F
ADOPTION OF THE
2023 LEGISLATIVE
PLATFORM

ADOPTION OF THE 2023 LEGISLATIVE PLATFORM

ASSISTANT CITY
MANAGER OLIVARES

Assistant City Manager Olivares presented the staff report.

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, to approve the 2023-2024 Legislative Platform. The motion was unanimously approved.

PUBLIC HEARINGS

None.

CITY MANAGER'S
REPORT

CITY MANAGER
MIRANDA

City Manager Miranda reported the following:

- 1) In observance of Presidents Day, city offices will be closed on February 20.
- 2) The Citywide Camera Surveillance System project began last week with the installation of new fiber optic cables at each city facility. New cameras are expected to be installed and will come online later this month.
- 3) He reported on events and activities to be held by the Library, Recreation, and Senior Center Departments.
- 4) The Public Works Engineering Department is working on installing 17 solar-powered "No Truck" signs at the entrances of several residential streets. The project is expected to be completed by the end of this week.
- 5) A Community Meeting to discuss Prop 218 has been scheduled for February 23.

AGENDA ITEMS
REQUESTED BY
COUNCILMEMBERS

MAYOR PRO TEM
AMBRIZ

Responding to a question by Mayor Pro Tem Ambriz, City Manager Miranda advised that the incoming Interim Director of Engineering will look into the request to install illuminated stop signs at Meridian Street.

MAYOR ORTIZ

Mayor Ortiz requested an update on the filling of the two vacancies at Las Casitas Senior Apartments, to which City Manager Miranda advised that an update will be provided at the February 22 meeting.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:52 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
February 2023

Payroll Batch DATE OF ISSUE 2/9/23	404-02-23, 405-02-23 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	52,577.54
	14 Finance Department	25,550.82
	35 Police Department	218,316.30
	40 Recreation Department	24,362.41
	41 Aquatics Department	3,061.52
	42 Senior Citizens' Center	16,421.25
	44 Library	12,818.19
	51 Planning & Community Development	31,549.47
	52 Public Works - Engineering	20,127.70
	57 Public Works - Services	51,644.02
	Gross Payroll	458,160.37
	Required Deductions	(130,295.06)
	Voluntary Deductions	(17,664.31)
	Net Payroll	310,201.00
Payroll Batch DATE OF ISSUE 2/23/23	418-02-23, 419-02-23, 423-02-23 DEPARTMENT	AMOUNT
	11 City Council	6,285.71
	13 City Administrative Office	52,269.54
	14 Finance Department	25,929.62
	35 Police Department	189,719.28
	40 Recreation Department	23,362.88
	41 Aquatics Department	3,262.65
	42 Senior Citizens' Center	15,878.87
	44 Library	14,084.48
	51 Planning & Community Development	31,171.49
	52 Public Works - Engineering	25,071.61
	57 Public Works - Services	51,569.11
	Gross Payroll	438,605.24
	Required Deductions	(120,676.28)
	Voluntary Deductions	(19,303.98)
	Net Payroll	298,624.98

Electronic Payments

February 2023

February 1 - 28, 2023



Number	Vendor Name	Date	Amount
5581591	CJPIA Excess Pool		10,178.75
		Report Total:	10,178.75

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 3/2/2023 12:28 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
79131	AMAZON	Amazon	02/16/2023	5,955.75
79132	AMERIC34	American Fidelity Assurance Co	02/16/2023	4,058.16
79133	MIJACA	Balcon Holdings, Inc.	02/16/2023	1,446.09
79135	BANKOF03	Bank of The West	02/16/2023	12,637.52
79136	CHARTE01	Charter Communications	02/16/2023	280.99
79137	CSMFO02	CSMFO	02/16/2023	50.00
79138	HOMED01	Home Depot Credit Services	02/16/2023	1,129.79
79139	JUSTIRE	Just Tires	02/16/2023	957.44
79140	ROSENO	Rosenow Spevacek Group Inc	02/16/2023	5,176.25
79141	STATEO01	State Of California	02/16/2023	160.00
79142	TEXAS01	Texas Life Insurance Co.	02/16/2023	4,818.43
79143	VALLEY09	Valley View Mutual Water Co.	02/16/2023	167.32
79144	VAZQ	Efren Vazquez	02/16/2023	75.00
79145	ACUNA02	Vincent Acuna	02/23/2023	345.00
79146	AGUI02	Guadalupe Aguilar	02/23/2023	75.00
79147	AT&T06	AT & T	02/23/2023	1,701.97
79148	CINGULAR	AT & T Mobility	02/23/2023	1,753.82
79149	AZUSALW	Azusa Light & Water	02/23/2023	791.18
79150	NEST01	Blue Triton Brands, Inc.	02/23/2023	842.93
79151	CALIFO02	California American Water	02/23/2023	483.22
79152	CCEA01	CCEA	02/23/2023	600.00
79153	CONCE01	Concentra	02/23/2023	54.00
79154	PMIDEN	Delta Dental Insurance Company	02/23/2023	852.37
79155	PMIDEN01	Delta Dental of California	02/23/2023	12,057.56
79156	DOMINGO1	Nelida Dominguez	02/23/2023	25.00
79157	FLORE02	Corina Flores	02/23/2023	75.00
79158	FRONT01	Frontier Communications	02/23/2023	477.15
79159	FRYMARKA	Maricela Frymark	02/23/2023	25.00
79160	GALL01	Robert Gallegos	02/23/2023	75.00
79161	GARCHI2	Rocio Garcia	02/23/2023	75.00
79162	GASCOM	Gas Company, The	02/23/2023	7,051.41
79163	GOCH01	Christopher Gochicoa	02/23/2023	65.00
79164	SOUTHE17	Golden State Water Company	02/23/2023	1,558.37
79165	GONZAL21	Angel Gonzalez	02/23/2023	25.00
79166	HERN20	Heylin Hernandez	02/23/2023	2,700.00
79167	HUIZ01	Lupe Huizar	02/23/2023	300.00
79168	JARAMI08	Gabriel Jaramillo	02/23/2023	75.00
79169	PADILLAM	Melissa Marez	02/23/2023	275.00
79170	NATION23	National Union Fire Insurance	02/23/2023	680.13
79171	OLIVAR07	Vanessa Olivares	02/23/2023	25.00
79172	OROSCOJR	Leonard Orosco Jr.	02/23/2023	192.91
79173	PHASEII	PARS	02/23/2023	3,500.00
79174	LEGAL03	Pre-Paid Legal Services, Inc.	02/23/2023	37.90
79175	RILE01	Antoinette Riley	02/23/2023	300.00
79176	SMART&	Smart & Final	02/23/2023	1,121.17
79177	STANDA01	Standard Insurance Co. RV	02/23/2023	475.45
79178	STANDA03	Standard Insurance Company	02/23/2023	2,400.82

Check No	Vendor No	Vendor Name	Check Date	Check Amount
79179	verizonw	Verizon Wireless	02/23/2023	3,360.70
79180	VISION01	Vision Service Plan - (CA)	02/23/2023	1,560.09
79181	VISION01	Vision Service Plan - (CA)	02/23/2023	4,527.27
79182	CALIFO56	California State Disbursement Unit	02/23/2023	604.15
79183	CALIFO57	California State Disbursement Unit	02/23/2023	143.07
79184	CITY01	City of Hope	02/23/2023	54.00
79185	ICEA	Irwindale City Employee Assoc.	02/23/2023	781.00
79186	IMEA	Irwindale Mgmt Employee Assoc.	02/23/2023	500.00
79187	IRWIND02	Irwindale Police Officers Assoc.	02/23/2023	3,068.00
79188	AFFORD01	Affordable Generator Services, Inc.	03/08/2023	2,000.67
79189	ALESHIRE	Aleshire & Wynder, LLP	03/08/2023	54,764.31
79190	ALLCI01	All City Management Services, Inc	03/08/2023	885.50
79191	ALLISO01	Allison Mechanical, Inc	03/08/2023	3,885.72
79192	AMAZON1	Amazon Capital Services, Inc.	03/08/2023	57.59
79193	AZUSAP01	Azusa Plumbing Supply	03/08/2023	184.10
79194	BAKER01	Baker & Taylor Books	03/08/2023	497.89
79195	BARNEY	Barney's Locksmith Service	03/08/2023	1,089.24
79196	BENLOC	Benlo Company	03/08/2023	3,355.39
79197	CALI12	California Consulting Inc.	03/08/2023	4,500.00
79198	CARQUEST	Carquest	03/08/2023	44.30
79199	CINTAS	Cintas Corporation #693	03/08/2023	679.99
79200	CIVIC02	CivicPlus, LLC	03/08/2023	10,740.00
79201	FEDEX	FedEx	03/08/2023	139.05
79202	GARVEY	Garvey Equipment Co	03/08/2023	2,964.51
79203	HIGHPE	HPC Computers, Inc.	03/08/2023	231.71
79204	INTER01	Interwest Consulting Group	03/08/2023	7,073.75
79205	JOEAGO	Joe A. Gonsalves & Son	03/08/2023	2,375.00
79206	LANDSC	Landscape Warehouse III Inc.	03/08/2023	187.49
79207	MAINT01	Maintex	03/08/2023	4,032.13
79208	MIDAS	Manuel C Muratalla	03/08/2023	2,058.57
79209	MCDER01	Catherine A. McDermott	03/08/2023	300.00
79210	PEARSO01	NCS Pearson, Inc	03/08/2023	33.00
79211	OFFICE03	Office Depot	03/08/2023	1,777.47
79212	ORKINP	Orkin Pest Control	03/08/2023	492.00
79213	PHASEII	PARS	03/08/2023	13,000.00
79214	PATTON	Patton Sales Corp (Arrow Pipe)	03/08/2023	11.58
79215	PERF03	Performance Elevator Contractors, Inc.	03/08/2023	360.00
79216	PLACE01	PlaceWorks, Inc.	03/08/2023	20,210.92
79217	PROFOR01	ProForce Law Enforcement	03/08/2023	1,945.81
79218	PACIFI13	Rene David LTD	03/08/2023	601.76
79219	ROSENO	Rosenow Spevacek Group Inc	03/08/2023	1,081.25
79220	SkyBluep	Sky Blueprint & Supplies, Inc	03/08/2023	141.33
79221	STOP01	Stop Stick, Ltd.	03/08/2023	2,668.70
79222	TRIANG01	Triangle Truck Parts	03/08/2023	56.37
79223	TULL02	William James Tully Jr.	03/08/2023	143.33
79224	UNITED11	United Site Services of CA Inc	03/08/2023	589.50
79225	VALDI01	Jose Valdivia	03/08/2023	3,500.00
79226	WALT01	Walters Wholesale Electric Co.	03/08/2023	241.47
79227	HDSUP01	WHITE CAP, L.P.	03/08/2023	169.70
79228	YTIRES	Y Tire Sales	03/08/2023	163.75
Report Total (97 checks):				241,838.23

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

City of
IRWINDALE
AGENDA REPORT

CC Item L-3

Date: March 8, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Concealed Carry Weapons (CCW) Permits

City Manager's Recommendation:

Receive and file this agenda report, documenting the procedure of processing and issuance of CCW permits by the Irwindale Police Department.

Administrative Action:

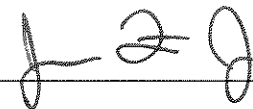
Submitted by:

Robert Castro, Interim Police Chief
(626) 430-2234

Electronically Approved

Prepared by:

John Fraijo, Captain



Reviewed by:

Adrian R. Guerra, City Attorney

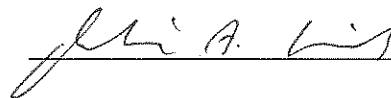
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On June 23, 2022, the United States Supreme Court issued their highly anticipated opinion on *New York State Rifle & Pistol Association vs. Bruen* ("Bruen"). The ruling strikes down a century-old law that requires a New York resident who wants to obtain a license to carry a concealed gun to demonstrate proper cause. The ease of restrictions has affected several states with similar laws, including California, which requires a showing of "good cause".

In December, 2022, the Fifth District Court of Appeal of California, located in Fresno, issued an opinion that, in view of *Bruen*, subdivision (a)(2) of sections 26150 and 26155 of the California Penal Code, which condition issuance of a concealed carry license on—among other things—a showing of "[g]ood cause," were deemed by the United States Supreme Court to be equivalent to New York's invalid "proper cause" standard, and are therefore unconstitutional. (See *People v. Velez* (2022) 85 Cal. App. 5th 957, 978, 302, as modified (Dec. 14, 2022), review filed (Jan. 5, 2023).)

In light of the *Bruen* decision, bills have been introduced in the 2023-2024 California Legislative session to remove the "good cause" requirements from the CCW permit issuance process.

Historically, the Los Angeles County Sheriff's Department has agreed to handle the issuance of CCWs for a large portion of the County which included the City of Irwindale. Based on the Supreme Court's ruling, the number of applicants applying for a California Concealed Weapons (CCW) permit has increased substantially. On August 1, 2022, the Los Angeles County Sheriff's Department stopped processing "new" applications from those applicants who don't reside within a jurisdiction which is contracted by the Los Angeles Sheriff's Department, which includes the City of Irwindale. The Sheriff has referred "new" CCW applicants to the Irwindale Police Department to process CCW permits per California Penal Code 26155.

California Penal Code 26155 states when a person applies for a license to carry a pistol, revolver, or other firearm capable of being concealed upon the person, the chief or other head of a municipal police department of any city or city and county may issue a license to those of good moral character, the applicant is a resident of that city, and the applicant has completed a course of training.

Due to low residential population, the Irwindale Police Department does not anticipate many applications from residents requesting a CCW permit. The law requires that the Chief of Police may issue CCW permits from residents who reside in the City of Irwindale. The CCW application process includes completing a Department of Justice (DOJ) application, submitting fingerprints to the Department of Justice, passing a background investigation, passing a psychological exam (optional), passing required firearms training and qualification, and completing an interview conducted by the Chief of Police or designee. If the applicant passes all phases of this process, the applicant will be issued

a CCW which is valid for two years. If the applicant does not pass a phase of this process, the applicant will not be granted a CCW by the Chief of Police.

Due to the substantial cost involved in processing CCW applications, conducting firearms training, and background investigations, the Irwindale Police Department has agreed to collaborate with myccw.us, an independent vendor. Myccw.us will process the applications, conduct the background investigations using certified background investigators, schedule the psychological exams (if needed), and refer the applicants to an approved vendor for the firearms training and qualifications. The Irwindale Police Department will be responsible for conducting a records check, the applicant interview, and issuing the CCW permit and card if all criteria are met.

Myccw.us is an online portal which will be added to the department's website allowing residents to start the process of obtaining a new CCW or renewing a current CCW issued by the Irwindale Police Chief.

All fees paid to myccw.us and DOJ cover costs incurred for the following services:

- Application processing \$93.00 (paid to the City of Irwindale and forwarded to DOJ).
- Fingerprints submitted to DOJ \$25.00 + fees (paid directly to vendor by applicant)
- Background investigation, scheduling the psychological exam and processing the results (if needed), processing the firearms training and qualification paperwork, and completing a comprehensive report which is submitted to the department for review \$398.00 (paid directly to myccw.us by applicant).
- Firearms training and qualification \$250.00 (paid directly to vendor by applicant)

Fees collected by myccw.us, DOJ and firearms training vendor are non-refundable.

If character concerns arise during the background investigation, an applicant will be required to have a psychological exam performed. The department is only allowed to have the applicant incur the maximum cost of \$150.00 for this exam. The applicant will be responsible for paying the \$150.00 directly to Seal Beach Counseling for the exam, and the City of Irwindale will not incur costs unless the cost for the service increases from its current \$150.00.

Fees for CCW renewal, 2 years after issuance will include the following:

- Application processing \$52.00 (paid to the City of Irwindale and forwarded to DOJ)
- Firearm qualification \$175.00 (paid directly to vendor by applicant)

Fiscal Impact:

The applicant is responsible to pay for all the services listed directly. The collaboration between myccw.us and the City of Irwindale does not include or create a fiduciary

relationship. There will be no exchange of fees for services provided by myccw.us and the Irwindale Police Department.

There will be minimal ministerial functions such as conducting records check, applicant interview, and issuing the permit and card by staff.

Attachment:

None

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

City of
IRWINDALE
AGENDA REPORT

Date: March 8, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Opposition to State Ballot Initiative 21-0042A1, the Taxpayer Protection and Government Accountability Act

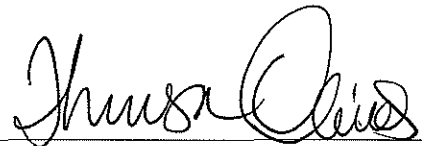
City Manager's Recommendation:

Adopt Resolution No 2023-19-3397 entitled, "A Resolution of the City Council of the City of Irwindale, California to Oppose State Ballot Initiative 21-00042A1, the "Taxpayer Protection and Government Accountability Act," and authorizing the Mayor to send to execute an opposition letter on behalf of the City of Irwindale."

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager



Reviewed by:

Adrian R. Guerra, City Attorney

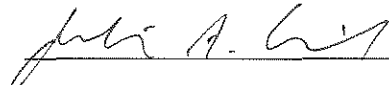
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On February 1, 2023, the "Taxpayer Protection and Government Accountability Act," or AG# 21-0042A1 qualified for the November 2024 ballot. The City's adopted Legislative Platform affirms that the City opposes legislation that negatively impacts services, revenues, attempts to restrict, reduce, or eliminate the City's revenue base, and limits or interferes with City Council authority over local municipal affairs.

The proposed Taxpayer Protection and Government Accountability Act (AG# 21-0042A1) is a proposed state ballot measure that would interfere with local discretion over taxes and fees, undermining the City's ability to fund local services and infrastructure and issues fines to those that violate laws intended to protect our environment, public health and safety, and our neighborhoods. Additionally, this measure would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent.

The Taxpayer Protection and Government Accountability Act limits voters' authority, adopts new and stricter rules for raising taxes and fees, and makes it more difficult to hold violators of state and local laws accountable. Cal Cities has noted the proposed measure (included in the agenda packet) would do the following:

1. Limit voter authority and accountability
 - Limits voter input. Prohibits local voters from providing direction on how local tax dollars should be spent by prohibiting local advisory measures.
 - Invalidates the Upland decision that allows a majority of local voters to pass special taxes. Taxes proposed by the Initiative are subject to the same rules as taxes placed on the ballot by a city council.
2. Restricts local fee authority to provide local services
 - Impacts franchise fees. Sets new standard for fees and charges paid for the use of local and state government property. The standard may significantly restrict the amount oil companies, utilities, gas companies, railroads, garbage companies, cable companies, and other corporations pay for the use of local public property. Rental and sale of local government property must be "reasonable" which must be proved by "clear and convincing evidence."
 - Except for licensing and other regulatory fees, fees and charges may not exceed the "actual cost" of providing the product or service for which the fee is charged. "Actual cost" is the "minimum amount necessary." The burden to prove the fee or charge does not exceed "actual cost" is changed to "clear and convincing" evidence.
3. Restricts the authority of state and local governments to issue fines and penalties for violations of law
 - Requires voter approval of fines, penalties, and levies for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties.
4. Restricts local tax authority to provide local services
 - Requires voter approval to expand existing taxes (e.g., utility user tax (UUT), use tax, transient occupancy tax (TOT)) to new territory (e.g., annexation) or expanding the base (e.g., new utility service).
 - City charters may not be amended to include a tax or fee.
 - New taxes can be imposed only for a specific time period.

- All state taxes require majority voter approval.
- Prohibits any surcharge on property tax rate and allocation of property tax to state.

5. Other Changes

- No fee or charge or exaction regulating vehicle miles traveled can be imposed as a condition of property development or occupancy.

The proposed bill would result in the following fiscal impact if passed by voters:

- Billions of local government fee and charge revenues placed at heightened legal peril. Related public service reductions across virtually every aspect of city, county, special district, and school services especially for transportation, and public facility use.
- Hundreds of millions of dollars of annual revenues from dozens of tax and bond measures approved by voters would be subject to additional voter approval if not in compliance with the initiative.
- Indeterminable legal and administrative burdens and costs on local government from new and more empowered legal challenges, and bureaucratic cost tracking requirements.
- The delay and deterrence of municipal annexations and associated impacts on housing and commercial development.

Fiscal Impact:

The measure has the potential to negatively impact local governments throughout California.

Attachments:

1. Resolution 2023-19-3397
2. Initiative

ATTACHMENT 1

RESOLUTION NO. 2023-19-3397

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, TO OPPOSE STATE BALLOT INITIATIVE 21-0042A1, THE "TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT," AND AUTHORIZING THE MAYOR TO EXECUTE AN OPPOSITION LETTER ON BEHALF OF THE CITY OF IRWINDALE

WHEREAS, an association representing California's wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2024 statewide ballot; and

WHEREAS, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure and our environment; and

WHEREAS, the measure puts billions of dollars currently dedicated to local services at risk and could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more.

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

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

SECTION 2. The City of Irwindale opposes Initiative 21-0042A1.

SECTION 3. The City of Irwindale will join the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, education, labor, local government, and infrastructure groups throughout the state, and authorizes the Mayor to execute an opposition letter on behalf of the City of Irwindale, opposing the initiative.

SECTION 4. Staff shall provide a certified copy of this adopted resolution and executed opposition letter to the League of California Cities at BallotMeasures@calcities.org.

SECTION 5. The Chief Deputy City Clerk shall certify to the adoption of this resolution, which, shall in turn, have immediate effect.

PASSED, APPROVED, and ADOPTED this 8th day of March 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-19-3397 was adopted at an regular meeting of the Irwindale City Council held on the 8th day of March 2023, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

ATTACHMENT 2

The Taxpayer Protection and Government Accountability Act

[Deleted codified text is denoted in ~~strikeout~~. Added codified text is denoted by *italics and underline*.]

Section 1. Title

This Act shall be known, and may be cited as, the Taxpayer Protection and Government Accountability Act.

Section 2. Findings and Declarations

(a) Californians are overtaxed. We pay the nation's highest state income tax, sales tax, and gasoline tax. According to the U.S. Census Bureau, California's combined state and local tax burden is the highest in the nation. Despite this, and despite two consecutive years of obscene revenue surpluses, state politicians in 2021 alone introduced legislation to raise more than \$234 *billion* in new and higher taxes and fees.

(b) Taxes are only part of the reason for California's rising cost-of-living crisis. Californians pay billions more in hidden "fees" passed through to consumers in the price they pay for products, services, food, fuel, utilities and housing. Since 2010, government revenue from state and local "fees" has more than doubled.

(c) California's high cost of living not only contributes to the state's skyrocketing rates of poverty and homelessness, they are the pushing working families and job-providing businesses out of the state. The most recent Census showed that California's population dropped for the first time in history, costing us a seat in Congress. In the past four years, nearly 300 major corporations relocated to other states, not counting thousands more small businesses that were forced to move, sell or close.

(d) California voters have tried repeatedly, at great expense, to assert control over whether and how taxes and fees are raised. We have enacted a series of measures to make taxes more predictable, to limit what passes as a "fee," to require voter approval, and to guarantee transparency and accountability. These measures include Proposition 13 (1978), Proposition 62 (1986), Proposition 218 (1996), and Proposition 26 (2010).

(e) Contrary to the voters' intent, these measures that were designed to control taxes, spending and accountability, have been weakened and hamstrung by the Legislature, government lawyers, and the courts, making it necessary to pass yet another initiative to close loopholes and reverse hostile court decisions.

Section 3. Statement of Purpose

(a) In enacting this measure, the voters reassert their right to a voice and a vote on new and higher taxes by requiring any new or higher tax to be put before voters for approval. Voters also intend that all fees and other charges are passed or rejected by the voters themselves or a governing body elected by voters and not unelected and unaccountable bureaucrats.

(b) Furthermore, the purpose and intent of the voters in enacting this measure is to increase transparency and accountability over higher taxes and charges by requiring any tax measure placed on the ballot—

either at the state or local level—to clearly state the type and rate of any tax, how long it will be in effect, and the use of the revenue generated by the tax.

(c) Furthermore, the purpose and intent of the voters in enacting this measure is to clarify that any new or increased form of state government revenue, by any name or manner of extraction paid directly or indirectly by Californians, shall be authorized only by a vote of the Legislature and signature of the Governor to ensure that the purposes for such charges are broadly supported and transparently debated.

(d) Furthermore, the purpose and intent of the voters in enacting this measure is also to ensure that taxpayers have the right and ability to effectively balance new or increased taxes and other charges with the rapidly increasing costs Californians are already paying for housing, food, childcare, gasoline, energy, healthcare, education, and other basic costs of living, and to further protect the existing constitutional limit on property taxes and ensure that the revenue from such taxes remains local, without changing or superseding existing constitutional provisions contained in Section 1(c) of Article XIII A.

(e) In enacting this measure, the voters also additionally intend to reverse loopholes in the legislative two-thirds vote and voter approval requirements for government revenue increases created by the courts including, but not limited to, *Cannabis Coalition v. City of Upland*, *Chamber of Commerce v. Air Resources Board*, *Schmeer v. Los Angeles County*, *Johnson v. County of Mendocino*, *Citizens Assn. of Sunset Beach v. Orange County Local Agency Formation Commission*, and *Wilde v. City of Dunsmuir*.

Section 4. Section 3 of Article XIII A of the California Constitution is amended to read:

Sec. 3(a) Every levy, charge, or exaction of any kind imposed by state law is either a tax or an exempt charge.

(b)(1) (a) Any change in state statute law which results in any taxpayer paying a new or higher tax must be imposed by an act passed by not less than two-thirds of all members elected to each of the two houses of the Legislature, and submitted to the electorate and approved by a majority vote, except that no new ad valorem taxes on real property, or sales or transaction taxes on the sales of real property, may be imposed. Each Act shall include:

(A) A specific duration of time that the tax will be imposed and an estimate of the annual amount expected to be derived from the tax.

(B) A specific and legally binding and enforceable limitation on how the revenue from the tax can be spent. If the revenue from the tax can be spent for unrestricted general revenue purposes, then a statement that the tax revenue can be spent for "unrestricted general revenue purposes" shall be included in a separate, stand-alone section. Any proposed change to the use of the revenue from the tax shall be adopted by a separate act that is passed by not less than two-thirds of all members elected to each of the two houses of the Legislature and submitted to the electorate and approved by a majority vote.

(2) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, including a measure proposed by an elector pursuant to Article II, include:

(A) The type and amount or rate of the tax;

(B) The duration of the tax; and

(C) The use of the revenue derived from the tax.

(c) Any change in state law which results in any taxpayer paying a new or higher exempt charge must be imposed by an act passed by each of the two houses of the Legislature. Each act shall specify the type of exempt charge as provided in subdivision (e), and the amount or rate of the exempt charge to be imposed.

(d) (b) As used in this section and in Section 9 of Article II, "tax" means every any levy, charge, or exaction of any kind imposed by the State state law that is not an exempt charge, except the following:

(e) As used in this section, "exempt charge" means only the following:

(1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the State of conferring the benefit or granting the privilege to the payor.

(1) (2) A reasonable charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the State of providing the service or product to the payor.

(2) (3) A charge imposed for the reasonable regulatory costs to the State incident to issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(3) A levy, charge, or exaction collected from local units of government, health care providers or health care service plans that is primarily used by the State of California for the purposes of increasing reimbursement rates or payments under the Medi-Cal program, and the revenues of which are primarily used to finance the non-federal portion of Medi-Cal medical assistance expenditures.

(4) A reasonable charge imposed for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by Section 15 of Article XI.

(5) A fine, or penalty, or other monetary charge including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or the State, as a result of a state administrative enforcement agency pursuant to adjudicatory due process, to punish a violation of law.

(6) A levy, charge, assessment, or exaction collected for the promotion of California tourism pursuant to Chapter 1 (commencing with Section 13995) of Part 4.7 of Division 3 of Title 2 of the Government Code.

(f) (e) Any tax or exempt charge adopted after January 1, 2022 2010, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted by the Legislature and signed into law by the Governor in compliance with the requirements of this section.

(g) (1) (d) The State bears the burden of proving by a preponderance of the clear and convincing evidence that a levy, charge, or other exaction is an exempt charge and not a tax. The State bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and

that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by state law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind as being voluntary, or paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be a factor in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(h) As used in this section:

(1) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(2) "Extend" includes, but is not limited to, doing any of the following with respect to a tax or exempt charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(3) "Impose" means adopt, enact, reenact, create, establish, collect, increase or extend.

(4) "State law" includes, but is not limited to, any state statute, state regulation, state executive order, state resolution, state ruling, state opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by the legislative or executive branches of state government. "State law" does not include actions taken by the Regents of the University of California, Trustees of the California State University, or the Board of Governors of the California Community Colleges.

Section 5. Section 1 of Article XIII C of the California Constitution is amended, to read:

Sec. 1. Definitions. As used in this article:

(a) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(b) "Extend" includes, but is not limited to, doing any of the following with respect to a tax, exempt charge, or Article XIII D assessment, fee, or charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(c) {a} "General tax" means any tax imposed for general governmental purposes.

(d) "impose" means adopt, enact, reenact, create, establish, collect, increase, or extend.

(e) {b} "Local government" means any county, city, city and county, including a charter city or county, any special district, or any other local or regional governmental entity, or an elector pursuant to Article II or the initiative power provided by a charter or statute.

(f) "Local law" includes, but is not limited to, any ordinance, resolution, regulation, ruling, opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by a local government.

(g) {c} "Special district" means an agency of the State, formed pursuant to general law or a special act, for the local performance of governmental or proprietary functions with limited geographic boundaries including, but not limited to, school districts and redevelopment agencies.

(h) {d} "Special tax" means any tax imposed for specific purposes, including a tax imposed for specific purposes, which is placed into a general fund.

(i) {e} As used in this article, and in Section 9 of Article II, "tax" means every any levy, charge, or exaction of any kind, imposed by a local government law that is not an exempt charge, ~~except the following:~~

(i) As used in this section, "exempt charge" means only the following:

(1) A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

(1) (2) A reasonable charge imposed for a specific local government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the local government of providing the service or product.

(2) {3} A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(3) {4} A reasonable charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.

(4) {5} A fine, or penalty, or other monetary charge including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or a local government administrative enforcement agency pursuant to adjudicatory due process, as a result of to punish a violation of law.

(5) {6} A charge imposed as a condition of property development. No levy, charge, or exaction regulating or related to vehicle miles traveled may be imposed as a condition of property development or occupancy.

(6) {7} An Assessments and property related fees assessment, fee, or charge imposed in accordance with the provisions of subject to Article XIII D, or an assessment imposed upon a business in a tourism marketing district, a parking and business improvement area, or a property and business improvement district.

(7) A charge imposed for a specific health care service provided directly to the payor and that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the health care service. As used in this paragraph, a "health care service" means a service licensed or exempt from licensure by the state pursuant to Chapters 1, 1.3, or 2 of Division 2 of the Health and Safety Code.

The local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Section 6. Section 2 of Article XIII C of the California Constitution is amended to read:

Sec. 2. Local Government Tax Limitation. Notwithstanding any other provision of this Constitution:

(a) Every levy, charge, or exaction of any kind imposed by local law is either a tax or an exempt charge. All taxes imposed by any local government shall be deemed to be either general taxes or special taxes. Special purpose districts or agencies, including school districts, shall have no power to levy general taxes.

(b) No local law government, whether proposed by the governing body or by an elector, may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) ~~Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).~~ (d) No local law government, whether proposed by the governing body or by an elector, may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

(d) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, include:

(1) The type and amount or rate of the tax;

(2) the duration of the tax; and

(3) The use of the revenue derived from the tax. If the proposed tax is a general tax, the phrase "for general government use" shall be required, and no advisory measure may appear on the same ballot that would indicate that the revenue from the general tax will, could, or should be used for a specific purpose.

(e) Only the governing body of a local government, other than an elector pursuant to Article II or the initiative power provided by a charter or statute, shall have the authority to impose any exempt charge. The governing body shall impose an exempt charge by an ordinance specifying the type of exempt charge

as provided in Section 1(j) and the amount or rate of the exempt charge to be imposed, and passed by the governing body. This subdivision shall not apply to charges specified in paragraph (7) of subdivision (j) of Section 1.

(f) No amendment to a Charter which provides for the imposition, extension, or increase of a tax or exempt charge shall be submitted to or approved by the electors, nor shall any such amendment to a Charter hereafter submitted to or approved by the electors become effective for any purpose.

(g) Any tax or exempt charge adopted after January 1, 2022, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted in compliance with the requirements of this section.

(h)(1) The local government bears the burden of proving by clear and convincing evidence that a levy, charge or exaction is an exempt charge and not a tax. The local government bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by a local law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind imposed by a local law as being paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be factors in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

Section 7. Section 3 of Article XIII D of the California Constitution is amended, to read:

Sec. 3. Property Taxes, Assessments, Fees and Charges Limited

(a) No tax, assessment, fee, ~~or~~ charge, or surcharge, including a surcharge based on the value of property, shall be assessed ~~by any agency~~ upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax ~~imposed pursuant to~~ described in Section 1(a) of Article XIII and Section 1(a) of Article XIII A, and described and enacted pursuant to the voter approval requirement in Section 1(b) of Article XIII A.

(2) Any special non-ad valorem tax receiving a two-thirds vote of qualified electors pursuant to Section 4 of Article XIII A, or after receiving a two-thirds vote of those authorized to vote in a community facilities district by the Legislature pursuant to statute as it existed on December 31, 2021.

(3) Assessments as provided by this article.

(4) Fees or charges for property related services as provided by this article.

(b) For purposes of this article, fees for the provision of electrical or gas service shall not be deemed charges or fees imposed as an incident of property ownership.

Section 8. Sections 1 and 14 of Article XIII are amended to read:

Sec. 1 Unless otherwise provided by this Constitution or the laws of the United States:

(a) All property is taxable and shall be assessed at the same percentage of fair market value. When a value standard other than fair market value is prescribed by this Constitution or by statute authorized by this Constitution, the same percentage shall be applied to determine the assessed value. The value to which the percentage is applied, whether it be the fair market value or not, shall be known for property tax purposes as the full value.

(b) All property so assessed shall be taxed in proportion to its full value.

(c) All proceeds from the taxation of property shall be apportioned according to law to the districts within the counties.

Sec. 14. All property taxed by state or local government shall be assessed in the county, city, and district in which it is situated. Notwithstanding any other provision of law, such state or local property taxes shall be apportioned according to law to the districts within the counties.

Section 9. General Provisions

A. This Act shall be liberally construed in order to effectuate its purposes.

B. (1) In the event that this initiative measure and another initiative measure or measures relating to state or local requirements for the imposition, adoption, creation, or establishment of taxes, charges, and other revenue measures shall appear on the same statewide election ballot, the other initiative measure or measures shall be deemed to be in conflict with this measure. In the event that this initiative measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other initiative measure or measures shall be null and void.

(2) In furtherance of this provision, the voters hereby declare that this measure conflicts with the provisions of the "Housing Affordability and Tax Cut Act of 2022" and "The Tax Cut and Housing Affordability Act," both of which would impose a new state property tax (called a "surcharge") on certain real property, and where the revenue derived from the tax is provided to the State, rather than retained in the county in which the property is situated and for the use of the county and cities and districts within the county, in direct violation of the provisions of this initiative.

(3) If this initiative measure is approved by the voters, but superseded in whole or in part by any other conflicting initiative measure approved by the voters at the same election, and such conflicting initiative is later held invalid, this measure shall be self-executing and given full force and effect.

C. The provisions of this Act are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this Act is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Act. The People of the State of California hereby declare that they would have adopted this Act and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not

declared invalid or unconstitutional without regard to whether any portion of this Act or application thereof would be subsequently declared invalid.

D. If this Act is approved by the voters of the State of California and thereafter subjected to a legal challenge alleging a violation of state or federal law, and both the Governor and Attorney General refuse to defend this Act, then the following actions shall be taken:

(1) Notwithstanding anything to the contrary contained in Chapter 6 of Part 2 of Division 3 of Title 2 of the Government Code or any other law, the Attorney General shall appoint independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(2) Before appointing or thereafter substituting independent counsel, the Attorney General shall exercise due diligence in determining the qualifications of independent counsel and shall obtain written affirmation from independent counsel that independent counsel will faithfully and vigorously defend this Act. The written affirmation shall be made publicly available upon request.

(3) A continuous appropriation is hereby made from the General Fund to the Controller, without regard to fiscal years, in an amount necessary to cover the costs of retaining independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(4) Nothing in this section shall prohibit the proponents of this Act, or a bona fide taxpayers association, from intervening to defend this Act.

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

City of
IRWINDALE
AGENDA REPORT

Date: March 8, 2023

To: Honorable Mayor and Members of the City Council
Honorable Chair and Members of the Successor Agency Board
Honorable Chair and Members of the Housing Authority Board
Honorable Chair and Members of the Reclamation Authority Board

From: Julian A. Miranda, City Manager

Issue: Fourth Amendment to the Irwindale Fee Agreement for City Attorney
Services with Aleshire & Wynder, LLP

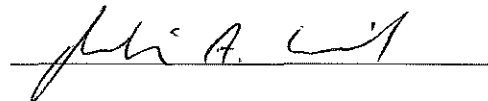
City Manager's Recommendation:

Approve the Fourth Amendment to the Irwindale Fee Agreement for City Attorney Services with Aleshire & Wynder, LLP and Authorize the Mayor to Execute Amendment

Administrative Action:

Submitted and Approved by:

Julian A. Miranda, City Manager



Reviewed by:

Theresa Olivares, Assistant City Manager

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Background:

On June 18, 2003, the City and Aleshire & Wynder, LLP (A&W) entered into the Irwindale Fee Agreement for City Attorney Services ("Agreement"), pursuant to which the Firm agreed to provide attorney services to the City. The Agreement was amended on July 11, 2007 and again on January 10, 2018, by which the fee arrangement and billing practices were amended.

Adrian R. Guerra from A&W served the City as Assistant City Attorney from 2015 until July 2020. In July 2020, the City Council appointed him as Interim City Attorney. On September 23, 2020, the City Council removed the "interim" tag and named him the official City Attorney. The Agreement was amended to reflect this appointment.

Following the City Attorney's recent performance evaluation, the City Council directed the City Manager to prepare an amendment to the Agreement for City Council consideration.

Analysis:

Since 2003, A&W has only requested *two* rate adjustments – in 2007 and in 2018. By this proposed amendment, A&W is requesting its first rate adjustment in over 5 years to account for significant cost of living increases and inflation during this period. The proposed rates are as follows:

General

Partner - \$250/hr.

Associate - \$240/hr.

Litigation and Special Services

Partner - \$300/hr.

Associate - \$275/hr.

Risk Management and Code Enforcement.

\$245/hr.

Reimbursable

For a business:

Partner - \$400/hr.

Associate - \$350/hr.

For an individual:

Partner - \$350/hr.

Associate - \$300/hr.

Bond

\$400/hr.

Paralegal

\$160/hr.

Law Clerk

\$160/hr.

Document Clerk

\$140/hr.

Please note that all amounts will be subject to an annual CPI increase each July 1 beginning on July 1, 2024 to keep pace with inflation. The Agreement also applies to all boards, commissions and entities of City including Housing Authority, Reclamation Authority, and Successor Agency.

City staff have reviewed agreements for city attorney services from nearby cities including Alhambra, Azusa, Covina, Duarte, El Monte, Monrovia, and Monterey Park. City staff found the proposed A&W rates are consistent with, and in many cases below, the rates in these cities.

Fiscal Impact:

The adopted Fiscal Year 2022-2023 General Fund Budget contains \$255,000 for legal services. For Mid-Year, City Council also approved a reclassification of \$100,000 in legal services from Irwindale Reclamation Fund adopted budget to General Fund. For the remainder of the fiscal year (March-June), staff will monitor City's use of legal services and seek additional budget if warranted.

Attachment:

Fourth Amendment to the Irwindale Fee Agreement for City Attorney Services.

**FOURTH AMENDMENT TO THE IRWINDALE FEE AGREEMENT
FOR CITY ATTORNEY SERVICES**

This **FOURTH AMENDMENT TO THE IRWINDALE FEE AGREEMENT FOR CITY ATTORNEY SERVICES** ("Fourth Amendment") is made and entered into this 8th day of March, 2023, by and between the City of Irwindale, the Irwindale Successor Agency, the Irwindale Housing Authority, and the Irwindale Reclamation Authority (collectively, "City"), and Aleshire & Wynder, LLP, a California limited liability partnership ("Firm").

R E C I T A L S

A. On or about June 18, 2003, the Firm and the City entered into the Irwindale Fee Agreement for City Attorney Services ("Agreement"), pursuant to which the Firm agreed to provide attorney services to the City.

B. The Agreement was amended on or about July 11, 2007 and again on January 10, 2018, by which the fee arrangement and billing practices were amended.

C. At its meeting on September 23, 2020, the City Council entered into a third amendment to the Agreement to appoint Adrian Guerra as City Attorney, which includes counsel to all boards, commissions and other bodies of the City.

D. The City and Firm now desire to update and amend the fee arrangement and billing practices.

A G R E E M E N T

The recitals contained above are incorporated herein by reference and the Agreement, as previously amended, is hereby amended as follows:

1. Contract Changes.

(a) Exhibit A, entitled "Fee Arrangement" shall be revised by substituting the new Exhibit A attached to this Fourth Amendment.

(b) Exhibit B, entitled "Statement of Billing Practices for Legal Services" shall be revised by substituting the new Exhibit B attached to this Fourth Amendment.

The Agreement applies to all boards, commissions and entities of City.

2. Continuing Effect of Agreement. Except as expressly provided herein, all other terms and conditions shall be as provided in the Agreement, as amended, but in the event of any conflict herewith, the terms hereof shall govern.

3. Effective Date. This Fourth Amendment shall be effective March 8, 2023.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Firm each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement, as amended, other than as provided herein. Each party represents and warrants to the other that the Agreement, as amended, is currently an effective, valid and binding obligation. Firm represents and warrants to City that, as of the date of this Fourth Amendment, City is not in default of any material term of the Agreement, as amended, and that there have been not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement, as amended.

5. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Fourth Amendment.

6. **Authority.** The persons executing this Fourth Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Fourth Amendment on behalf of said party, (iii) by so executing this Fourth Amendment, such party is formally bound to the provisions of this Fourth Amendment, and (iv) the entering into this Fourth Amendment does not violate any provision of any other Agreement, as amended, to which said party is bound.

[SIGNATURE PAGE FOLLOWS ON PAGE 3]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment on the date and year first-above written.

CITY:
CITY OF IRWINDALE
IRWINDALE SUCCESSOR AGENCY
IRWINDALE HOUSING AUTHORITY
IRWINDALE RECLAMATION
AUTHORITY

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk/Secretary

FIRM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian R. Guerra, Equity Partner

EXHIBIT "A"

FEE ARRANGEMENT

Effective April 1, 2023, the following fee arrangement shall apply. On July 1, 2024 and on July 1 of every year thereafter, an increase to the applicable rates and retainer amount shall be implemented at the then most currently available Consumer Price Index ("CPI"), rounded up to the nearest dollar, for all urban consumers in the Los Angeles-Long Beach-Anaheim, CA areas as published by the United States Government Bureau of Labor Statistics.

I. General Services.

- A. City shall pay Partners \$250.00 per hour and Associates \$240.00 per hour for General Legal Services.
- B. General Legal Services are defined below:
 - 1. Preparation for and attendance at City Council meetings, Planning Commission meetings, and any other City meetings requested by the City.
 - 2. Attendance at weekly staff meetings, if requested by the City Manager, meetings with City staff, and meetings with external parties relating to General Legal Services.
 - 3. Providing routine legal advice, consultation, and opinions to the City Council, commissions, or staff.
 - 4. Drafting, editing, and/or review of ordinances, resolutions, and other related official documents.
 - 5. Drafting, negotiating, and/or review of agreements.
 - 6. Assisting with any California Public Records Act requests or responses to subpoenas for document production (where the city is not a party).
 - 7. Monitoring new legislation and court opinions and updating/advising the City Council, commissions and staff as appropriate.

II. Special Projects.

- A. City shall pay Partners \$250.00 per hour and Associates \$240.00 per hour for Special Projects.
- B. Special Projects are services similar in nature to General Legal Services, but may require designation as single project that will be billed separately from the General Legal Services due to budgeting or tracking purposes, because a significant amount of time will be dedicated to completion of a single project, or because the project will be ongoing for more than one month.

III. Special Legal Services.

- A. City shall pay Partners \$300.00 per hour and Associates \$275.00 per hour for Special Legal Services.
- B. Special Legal Services shall include, but not be limited to, litigation, public finance, disciplinary actions or hearings, personnel work, labor negotiations, housing, cable television, water, toxics, refuse, franchising, enterprise activities and any major contract negotiation involving more than 10 hours (with City Manager approval).

IV. Insurance defense/risk management, and code enforcement litigation services.

- A. City shall pay Partners and Associates \$245.00 per hour.

V. Reimbursable Services.

- A. Where there is an opportunity to obtain cost recovery through a private party, City shall pay the hourly rates below which shall be reimbursed by the private party:

For a business entity:

Partner - \$400/hr.

Associate - \$350/hr.

Paralegal/Law Clerks - \$175/hr.

For an individual:

Partner - \$350/hr.

Associate - \$300/hr.

Paralegal/Law Clerks - \$150/hr.

VI. Public Finance.

- A. For Bond or Financial services in connection with the issuance or potential issuance of debt, loans, certificates of participation including formation of assessment or community facilities districts, etc., the hourly rate shall \$400.00 per attorney hour. Paralegal, law clerk, or project specialist time shall be billed at \$175.00 per hour.
- B. Expenses shall be charged at the cost thereof, which expenses shall include the cost of special tax counsel, if applicable, in an amount not to exceed \$5,000.00 and a not to exceed other expenses fee (excluding special tax counsel) of \$2,500.00 per bond transaction.

VII. Paralegals, Law Clerks, and Document Clerks.

- A. City shall pay Paralegals and Law Clerks at the rate of \$160 per hour.
- B. City shall pay Document Clerks at the rate of \$140 per hour.

VIII. Costs and Out of Pocket Expenses

- A. In addition to the foregoing, the Firm shall be reimbursed for out-of-pocket expenses as described in the attached Exhibit B.
- IX. This arrangement shall remain in effect until amended.

EXHIBIT "B"

STATEMENT OF BILLING PRACTICES FOR EMPLOYMENT OF LEGAL SERVICES

The Firm's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of twenty cents (\$.20) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles County. Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

It is understood that Firm will generally not charge for mileage or travel time between our office and City facilities, nor for local telephone calls or calls made to the City. In exchange, Firm shall not be charged for calls made or received at the City, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the client.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days of the date of the billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to the City (unless expressly requested by the City).

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

City of
IRWINDALE
AGENDA REPORT

CC Item N-1

Date: March 8, 2023
To: Honorable Mayor and Members of the City Council
From: Adrian R. Guerra, City Attorney / General Counsel
Issue: City Manager Base Salary Increase

City Manager's Recommendation:

Adopt Resolution No. 2023-22-3400 entitled, **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A SALARY INCREASE FOR THE CITY MANAGER."**

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney / General Counsel

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Background and Analysis:

On January 26, 2022, the City Council adopted Resolution No. 2022-10-3260 entitled, "A Resolution of the City Council of the City of Irwindale Appointing City Manager and Approving City Manager Employment Agreement."

Julian A. Miranda was appointed the City Manager for the term of February 14, 2022 to February 13, 2023. In accordance with the City Manager Employment Agreement ("Employment Agreement") sections 2.2 and 5.4, the City Council and City Manager agreed to conduct an annual salary review concurrently with an annual performance evaluation to occur within thirty days after each anniversary of the City Manager's appointment.

For the salary review occurring after the first full year of employment, in the event that the City Manager has achieved the goals established for him by the City Council as determined by the City Council in its discretion, the Employment Agreement provides that he will be provided a five percent (5%) base salary increase.

Following the City Manager's recent performance evaluation on February 22, 2023, the City Council directed the City Attorney to prepare a staff report and resolution approving the City Manager's salary increase, for City Council consideration.

California Government Code section 54953(c)(3) requires that prior to taking final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits to a local agency executive, the legislative body shall orally report a summary of a recommendation for a final action during the open meeting in which the final action is to be taken. Accordingly, the terms of the City Manager's salary increase will be orally summarized at the March 8, 2023 Council meeting.

Fiscal Impact:

The fiscal impact of the salary adjustment to the proposed Employment Agreement is \$5,565. The compensation and fringe benefits for the City Manager is already incorporated in the current Fiscal Year 2022-2023 Adopted Budget.

Attachments:

1. Resolution No. 2023-22-3400
2. Resolution No. 2022-10-3260

Attachment 1

RESOLUTION NO. 2023-22-3400

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA, APPROVING A SALARY INCREASE FOR THE CITY
MANAGER**

WHEREAS, on January 26, 2022, the City Council adopted Resolution No. 2022-10-3260 entitled, "A Resolution of the City Council of the City of Irwindale Appointing City Manager and Approving City Manager Employment Agreement"; and

WHEREAS, Julian Miranda was appointed the City Manager for the term of February 14, 2022 to February 13, 2023; and

WHEREAS, in accordance with the City Manager Employment Agreement ("Employment Agreement") sections 2.2 and 5.4, the City Council and City Manager agreed to conduct an annual salary review concurrently with an annual performance evaluation to occur within thirty days after each anniversary of the City Manager's appointment; and

WHEREAS, for the salary review occurring after the first full year of employment, in the event that the City Manager has achieved the goals established for him by the City Council as determined by the City Council in its discretion, the Employment Agreement provides that he will be provided a five percent (5%) base salary increase; and

WHEREAS, the City Council and City Manager conducted an annual performance evaluation on February 22, 2023;

WHEREAS, following the City Manager's recent performance evaluation on February 22, 2023, the City Council desires to approve the City Manager's salary increase for the first full year of employment in accordance with the Employment Agreement.

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

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

SECTION 2. The City Council hereby finds that the City Manager has achieved the goals established for him by the City Council during his first full year of employment.

SECTION 3. In accordance with Section 2.2 of the Employment Agreement, attached hereto as **Exhibit "A"**, the City Council hereby approves the five percent (5%) base salary increase to be provided to the City Manager.

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

PASSED, APPROVED, and ADOPTED this 8th day of March 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-22-3400 was adopted at an regular meeting of the Irwindale City Council held on the 8th day of March 2023, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
CITY MANAGER
EMPLOYMENT AGREEMENT

This CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is entered into and made effective the 26th day of January, 2022, by and between the CITY OF IRWINDALE, a charter city and municipal corporation ("City") and Julian A. Miranda, an individual ("Employee").

RECITALS

WHEREAS, the City Council now desires to appoint Employee to serve in the position of city manager for the City, which position is prescribed by state law and the City's Charter and Municipal Code, and to retain his services as Executive Director of the Successor Agency to the Former Irwindale Community Redevelopment Agency, Housing Authority, and Reclamation Authority, and such other agencies of the City to which he may be appointed from time-to-time; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the powers and duties of the city manager of the City are set forth in Irwindale Municipal Code Section 2.08.050; and

WHEREAS, Irwindale Municipal Code Section 2.08.020 provides in part that appointments to the position of city manager "shall be made by the council upon the basis of the individual's executive and administrative qualifications, with special reference to his actual experience in, or knowledge of, accepted practices with respect to municipal government;" and

WHEREAS, based on Employee's executive and administrative qualifications and experience in and knowledge of municipal government, the Council desires to employ Employee to serve as the city manager for the City; and

WHEREAS, Employee desires to accept employment as such from City and to perform and assume responsibility for the provision of city manager services to the City and its related agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Employee as city manager for the City to perform the functions and duties of the city manager, as specified in the City's Charter and Municipal Code and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council shall, from time-to-time, direct or assign. Employee acknowledges that the assigned duties shall also include services to the Successor Agency to the Former Irwindale Community Redevelopment Agency, Housing

Authority, and Reclamation Authority. Employee shall devote his best efforts and full-time attention to performance of these duties.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of city manager will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:30 a.m. to 6:00 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of city manager.

1.4 Employment Status. Upon appointment to the city manager position, Employee shall serve at the will and pleasure of the City Council and understands that he shall be an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Competitive Service. Employee understands, acknowledges and agrees that he is exempt from the City's competitive service system pursuant to Irwindale Municipal Code §2.13.050(F).

1.7 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's initial base annual compensation shall be Two Hundred and Sixteen Thousand Seven Hundred and Fifty Two Dollars and No Cents (\$216,752.00) annually ("Salary") (equivalent to salary range 88, Step C), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Council and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 5.2. For the salary review occurring after Employee's first full year of employment as city manager, in the event Employee has achieved the goals established for him by the City Council as determined by the City Council in its discretion, then Employee will be provided a five percent (5%) base salary increase. For the salary review occurring after Employee's second full year of employment as city manager, in the event Employee has achieved the goals established for him by the City Council as determined by the City Council in its discretion, then Employee will be provided a five percent (5%) base salary increase. Adjustments in the base salary and/or benefits following Employee's annual performance evaluations shall be at the sole discretion of the City Council.

2.3 Cost of Living Adjustments. Employee shall be entitled to so-called cost of living adjustments ("COLA") to the Salary, as received by Unclassified Management Employees under Resolution 2021-116-3238, A Resolution Adopting A Schedule of Salaries and Benefits for Unclassified Management Employees ("Department Head Benefits Resolution"), as it may be amended from time to time for all Unclassified Management Employees. The COLA, if any, shall be considered separate from the adjustment of Salary based upon Employee's performance, following the annual performance reviews performed in accordance with Section 5.2 of this Agreement.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence his services hereunder at 12:01 a.m. Pacific daylight savings time on February 14, 2022 or such earlier date upon which the City Council and Employee may mutually agree, in either event such date will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. The term of this Agreement will be for three (3) years following the Effective Date ("Term") (i.e. until 11:59 p.m. on February 13, 2025) and, thereafter, the term of this Agreement may be extended for such an additional term(s) as Employee and City Council mutually deem appropriate, as evidenced by a writing signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Council with at least thirty (30) days' advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. The City Council may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s) as provided in (a) and (b) below. The City Council's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly agrees that

rights afforded under City's personnel system or policies, Personnel Rules, and any rights afforded to Employee under the Irwindale Municipal Code (including Chapter 2.08) or under State or Federal law, including Government Code §§ 54950 *et seq.* ("Brown Act"), to any form of pre- or post- discipline or termination hearing, appeal, or other administrative process pertaining to discipline or termination, except as expressly provided in this Agreement and those rights Employee may have under the California or United States constitutions to a name-clearing hearing. Such rights waived include the right under the Brown Act (Government Code §54957(b)) to have complaints or charges against an employee heard in a public session upon Employee's request. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of city manager. Upon appointment to the city manager position, Employee remains an at-will employee serving at the pleasure of the City Council.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City's Charter, Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council, 12) Gross misfeasance or gross malfeasance, 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption), or 14) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Council Without Cause. For the purposes of complying with Irwindale Municipal Code Section 2.08.070, by providing Employee at least thirty (30) days' prior written notice thereof, the City Council may terminate Employee without cause, including based upon management reasons. If the City terminates this Agreement without cause, the City may, in its discretion, place Employee on paid administrative leave until the effective date of his termination. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

3.5 Limitation on Termination Following Election. For the purposes of complying with Irwindale Municipal Code Section 2.08.080, Employee shall not be removed from office, other than for cause as defined in Section 3.4(a) above, during or within a period of thirty (30) days next succeeding any general municipal election held in the City, at which election a member of the City Council is elected. After the expiration of said thirty (30) day period, the City Manager may thereafter be removed without cause as provided in Section 3.4(b).

4.0 SEVERANCE

4.1 Severance Pay. In the event Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by six (6), less applicable deductions and excluding deferred compensation or the value of any other benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "C."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Council shall review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Council's consideration, no later than December 1 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Council's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at his its discretion,

schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 Automobile Allowance. City shall provide Employee with a City vehicle, fuel and maintenance, for official and personal use. Employee understands that any applicable taxes are his responsibility to pay and not covered by the City.

6.2 Cell Phone. City shall provide a City-owned cell phone for City-related business and functions during, before and after normal work hours. Employee understands that any applicable taxes are his responsibility to pay and not covered by the City.

6.3 Computer Loan Program. If desired by Employee, the City will provide an interest-free loan to Employee for his purchase of computer equipment and software, subject to City Council approval, up to a maximum of \$3,000 for the first computer loan and \$2,000 every two years thereafter. Any loans shall be repaid by Employee within 24 months, and repayment must be made through payroll deductions on a bi-weekly basis. In the event of termination of this Agreement for any reason, the balance of any loan shall be due immediately to the City as of the effective date of the termination of the Agreement.

6.4 Bilingual Pay. The City shall pay Employee an additional two and one-half percent (2½%) of his Salary as bilingual pay incentive upon passing an appropriate verbal bilingual exam as determined by the City, if Employee is proficient in Spanish and/or American Sign Language and is required to use such language(s) during the course of City business. This compensation will be paid out over twenty-six (26) bi-weekly pay periods in a calendar year.

6.5 Medical, Dental, Vision and Other Insurance. The City shall provide to Employee the same group medical, dental, and vision insurance plans offered to Unclassified Management Employees under the Department Head Benefits Resolution, as it may be amended from time to time. The City shall provide and pay for a life insurance policy for Employee with coverage in the amount of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), as well as coverage for spouse and eligible dependent children in the amount of Five Thousand Dollars and No Cents (\$5,000.00) each. The City shall also provide and pay for an accidental death and dismemberment ("AD&D") insurance policy for Employee only in the amount of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00).

In the event that Employee can demonstrate, to the satisfaction of the City, that he has obtained substantially equivalent medical, dental and vision coverage through some other insurance plan in lieu of City-provided insurance, then so long as Employee maintains such medical, dental and vision insurance coverage, he shall be entitled to reimbursement from the City of one-half (1/2) of the average monthly cost to the City for single employee medical coverage only. The City shall have the sole and unfettered right to determine whether Employee has satisfactorily demonstrated substantially equivalent medical, dental and vision coverage, and Employee must, at least annually, provide written proof of such substantially equivalent medical, dental, and vision coverage in a form satisfactory to the City. Any such reimbursement payment described in this paragraph shall be made bi-weekly through the regular payroll system, and such payment shall not add to Employee's base pay.

Employee shall be provided retiree medical consistent with that provided to Unclassified Management Employees hired on or after January 1, 2011, subject to the terms and conditions for receipt of such retiree medical benefits afforded to them.

Employees under the Department Head Benefits Resolution. Accordingly, retiree medical for Unclassified Management Employees hired on or after January 1, 2011 will be implemented in accordance with the CalPERS Health Benefit Vesting Resolution No. 2010-49-2479, which mirrors the state plan for contribution levels. The resolution requires ten (10) years of service, five (5) years of which is with Irwindale, for fifty percent (50%) contribution of state designated amount towards retiree medical premium and twenty (20) years of service, five (5) years of which is with Irwindale, for one hundred percent (100%) contribution of state designated amount towards retiree medical premium for any CalPERS medical plan. Contribution levels shall be as follows:

Credited Years of PERS Service (5 of which must be performed at the City of Irwindale)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

Notwithstanding the foregoing, Employee acknowledges that his hire date for purposes of retiree medical is determined by CalPERS, and that he will be provided retiree medical consistent with CalPERS' determination, and applicable laws and regulations.

Employee shall be eligible to participate in the City's Internal Revenue Code section 125 and 129 Flexible Spending Account plans, which are administered through a vendor selected at the City's sole discretion. The City's FSA plans presently maintain a cap of Five Thousand Dollars (\$5,000) for dependent care expenses and Two Thousand Six Hundred Dollars (\$2,650) for health care expenses, which caps may be adjusted based on revisions to IRS regulations. Employee's

participation in such plans is voluntary and Employee shall be solely responsible for any desired plan contributions. The Parties agree that the City has not provided legal or tax advice to Employee as to whether dependent care and health care expenses are legally tax deductible to or by Employee.

6.6 PERS. Employee is believed to be a "classic" member of CalPERS and shall participate in the City's 2% at 55 formula for miscellaneous employees hired on or after January 1, 2011. Such formula is subject to the following CalPERS contract provisions: (i) Fourth level of 1959 Survivors Program; (ii) Military service as public service; (iii) average monthly pay rate and special compensation for highest thirty six (36) consecutive months; (iv) improved non-industrial disability allowance; (v) post-retirement survivor allowance; and (vi) credit for unused sick leave. The City shall pay the full employer CalPERS contribution. The employee contribution of 7% shall be paid by Employee. Notwithstanding the foregoing, Employee acknowledges that his CalPERS member status and applicable retirement formula is determined by CalPERS based on the requirements of the City's CalPERS contract, the Public Employees Retirement Law and the Public Employees' Pension Reform Act, and that he will be enrolled in the appropriate retirement plan as determined by CalPERS.

6.7 Deferred Compensation. Employee may, at his sole cost and expense, participate in the City's Deferred Compensation Program. The City currently has two plan options under its Deferred Compensation Program: (a) ICMA-RC, and (b) the Nationwide Retirement Solutions plans. Employee acknowledges that City does not provide any matching benefits or other payments toward the Deferred Compensation Program.

6.8 Vacation Leave. Employee shall accrue vacation leave in accordance with the formula below, with an accrual cap of three hundred (300) hours, over which he shall receive a cash out at one hundred percent (100%) to be included in the second paycheck in January of each year, in order to bring his accrual down to the three hundred (300) hour accrual cap. The number of hours accrued bi-weekly, based on full-time continuous service with the City of Irwindale only, is as follows:

Years of Service	Hours Accrued Bi-weekly
0-4	3.693
5	4.616
10	4.923
11	5.231
12	5.539
13+	6.154

Accrual at the next highest incremental rate shall begin with the next pay period following Employee's anniversary date of commencement of full-time continuous employment with the City.

Upon termination from employment with the City, earned and unused vacation hours will be paid to Employee at Employee's base hourly rate of pay then in effect.

6.9 Sick Leave. Employee shall accrue sick leave at the rate of 3.693 hours bi-weekly. Employee's use of sick leave shall be as provided in the Irwindale Personnel Rules. With respect to buy back of unused sick leave, Employee, upon termination or cash in request, shall be provided sick leave buy back at the following rates:

over 950 hours 25% of total sick leave value
 571 - 950 days 50% of total sick leave value
 1st 570 hours 75% of total sick leave value

Employee must maintain a minimum balance of 80 hours of sick leave after any cash out of sick leave in order to be eligible for cash out of sick leave.

6.10 Elective Cash-out of Vacation and Sick Leave. Elective cash-out of vacation and sick leave accruals shall be limited to a maximum of one hundred (100) total hours per fiscal year of accrued vacation or sick leave to be converted, and in compliance with Department of Treasury, Internal Revenue Service ("IRS") regulations (section 1.451-1(a)) must comply with the following:

1. Any vacation or sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the end of the calendar year in which Employee wishes to convert such vacation or sick leave.

2. All vacation and/or sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the calendar year prior to conversion.

3. If Employee fails to submit an election by December 15th of the calendar year prior to the conversion, he will not be eligible for vacation and/or sick leave to be converted to cash for that calendar year.

4. Payments for accrued vacation and/or sick leave conversion to cash shall be made by separate check four times a year (first pay period in September, December, March, and June).

5. Employee will be eligible for partial conversion to cash if the full amount of hours elected are not available at the elected time of cash out.

6. Employee may not convert sick leave in an amount that would reduce sick leave balance to less than 80 hours.

6.11 Holidays. Employee shall be entitled to the holidays listed in this Section 6.11 below. In the event the applicable Department Head Benefits Resolution is amended to include additional holidays, then Employee shall be entitled to such additional holidays as provided to Unclassified Management Employees.

1.	New Year's Day	January 1
2.	Martin Luther King Jr. Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Cesar Chavez Day	March 31
5.	Memorial Day	Last Monday in May
6.	Independence Day	July 4
7.	Labor Day	First Monday in September
8.	Veteran's Day	November 11
9.	Thanksgiving Day	Fourth Thursday in November
10.	Day After Thanksgiving Day	Fourth Friday in November

11.	Christmas Eve (1/2 Day)	December 24
12.	Christmas	December 25
13.	New Year's Eve (1/2 Day)	December 31

6.12 Floating Holiday. Employee shall be provided a total holiday leave bank for the calendar year of one hundred forty (140) hours per year for holidays, reduced by the number of scheduled holiday hours for that calendar year. (At the beginning of each calendar year, the City will determine and distribute its holiday schedule. When any of the holidays fall on a regular work day (Monday-Thursday) or a Sunday holiday which is celebrated on the following Monday, ten (10) hours will be deducted from the holiday bank of one hundred forty (140) hours for each such holiday (with 5.0 hours to be deducted for ½ day holidays). In no event will such deduction result in a negative holiday bank account balance. Employee will be then be credited with the balance, if any, of the remaining holiday bank hours which may be used as floating holiday time in a manner similar to that of vacation time.)

All floating holiday time must be used in the calendar year in which it was credited to Employee. Any and all unused floating holiday time will be cashed out and included in the second paycheck in January of the following calendar year.

6.13 Bereavement Leave. Employee shall be entitled to such bereavement leave equal to four (4) days, totaling not more than 40 hours (4 days x 10 hours per work day).

6.14 Administrative Leave. Employee shall accrue administrative leave at the rate of sixty (60) hours per year, which hours shall be credited to Employee the first pay period in January of each calendar year. Administrative leave hours shall be used prior to any floating holiday hours and accrued vacation leave hours available to Employee. Administrative leave shall not be carried over from year-to-year. Any and all unused administrative leave hours will be cashed out and included in the first paycheck in January of the following calendar year. Additionally, any unused administrative leave hours shall be cashed out upon separation of Employee.

6.15 Jury Duty. Employee shall receive full pay and benefits while responding to a jury summons or serving on a jury, for up to ten (10) working days. Any compensation for such jury duty (except travel pay) shall be remitted to the City.

6.16 Witness Leave. If Employee is required to be absent from work by proper subpoena issued by a court or other legally empowered agency, Employee shall be entitled to be absent from work at the Employee's regular rate of pay, provided that any fees, except mileage, are deposited with the City.

6.17 EAP Program. The City shall pay the premium for participation in an Employee Assistance Program for Employee and his dependents.

6.18 State Disability Insurance. Employee will participate in the state-sponsored short-term disability program at no expense to the City.

7.0 PROFESSIONAL DEVELOPMENT

7.1 Membership. The City encourages Employee's continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the City Council.

7.2 Out-of-Town Meetings & Seminars. The City agrees to reimburse Employee the actual cost for registration, travel, lodging, meals, and other expenses incurred by Employee while attending overnight, out-of-town meetings or seminars related to his employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible Employee must have budgeted funds available for same; provided, however, that the City Council may, in his sole discretion, approve such unbudgeted expenditures if he deems it in the best interests of the City.

7.3 Local Meetings & Seminars. The City agrees to reimburse Employee the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City in accordance with the City's policies for expense reimbursement.

7.4 Incidental Expenses. The City agrees to reimburse Employee the actual cost of those incidental expenses necessarily incurred by Employee while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

Mayor
City of Irwindale
5050 North Irwindale Avenue
Irwindale, California 91706

To Employee:

Julian A. Miranda
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the obligation shall be on Employee to seek legal advice concerning whether such conflict exists and Employee's obligations arising therefrom.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 Mandatory Government Code Provisions. Government Code §§ 53243 - 53243.4 require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

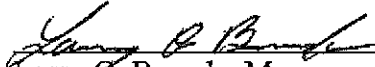
Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to the termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of his or her office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "B".

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Irwindale has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF IRWINDALE


Larry G. Burrola, Mayor

ATTEST:


Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:


Adrian Guerra, City Attorney

EMPLOYEE

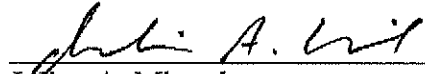

Julian A. Miranda

EXHIBIT "A"

[City Manager Job Description]

CITY MANAGER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under policy direction, plans, directs, manages and oversees the activities and operations of the City of Irwindale including the Community Development, Finance, Library, Police, Public Works, Recreation, and Senior Center Departments, Human Resources and City Clerk's Offices; serves as chief executive officer of the City ensuring that public services are delivered in an efficient and effective manner; implements policy decisions made by the City Council; facilitates the development and implementation of City goals and objectives; and provides highly complex administrative support to the City Council.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assumes full management responsibility for all City operations; assesses ongoing operational needs through department heads and determines best organizational structure to meet goals and objectives; develops, recommends and administers policies and procedures.
2. Directs the development and implementation of the City's goals, objectives, policies and priorities.
3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
4. Plans, directs and coordinates, through department heads, the work plan for the City; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with management staff to identify and resolve problems.
5. Assesses and monitors work load, administrative support systems, and internal reporting relationships; identifies opportunities for improvement.
6. Selects, motivates, and evaluates personnel; resolves personnel concerns and issues.
7. Oversees the development and administration of the City budget; approves the forecast of funds needed for staffing, equipment, materials and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary; keeps Council advised of financial conditions, program progress, and present and future needs of the City.
8. Explains, justifies, and defends City programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
9. Provides staff assistance to the City Council; prepares and presents staff reports and other necessary correspondence; provides advice and consultation to the City Council on the development and implementation of City programs and services.
10. Represents the City to all departments and outside agencies; coordinates City activities with those of other cities, counties and outside agencies and organizations.

CITY OF IRWINDALE
City Manager (Continued)

11. Confers with department heads and managers concerning administrative and operational problems, work plans, and strategic plans; makes appropriate decisions or recommendations; oversees the preparation and implementation of long range plans for the City.
12. Serves as a resource for the City Council, department personnel, City staff, other organizations, and the public; coordinates pertinent information, resources, and work teams necessary to support a positive and productive environment.
13. Performs all duties as may be prescribed by City Council action; directs the preparation of plans and specifications for work that the City Council orders.
14. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public administration.
15. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
16. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operations, services, and activities of a municipality.
Advanced principles and practices of public administration and local government administration.
Current social, political, and economic trends and operating characteristics/problems of municipal government.
Principles and practices of program development and administration. Government, council, and local and state legislative processes.
Principles and practices of fiscal and strategic planning.
Methods of analyzing, evaluating, and modifying administrative procedures.
Principles and practices of municipal finance and budget preparation and administration.
Methods and techniques for goal setting and program evaluation.
Principles of supervision, training, and performance evaluation.
Principles of effective public relations and interrelationships with community groups and agencies, the private sector, and other levels of government.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Pertinent federal, state, and local codes, laws, and regulations.

Ability to:

Manage and direct the operations, services and activities of a major municipality. Plan, organize, and direct the work of staff.
Select, supervise, train, and evaluate staff. Delegate authority and responsibility.
Negotiate and resolve complex issues.
Identify and respond to sensitive community, organizational, and City Council issues, concerns, and needs.
Prepare clear and concise administrative and financial reports. Prepare and administer large and complex budgets.
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods and techniques. Interpret and apply federal, state, and local policies, laws, and regulations.

Respond to inquiries or complaints and explain regulations and procedures to the general public, members of the business community, and representatives of other agencies and organizations.

Effectively present information to top management, public groups, and/or boards of directors. Exercise sound, independent judgment within general policy guidelines.

Deal constructively with conflict and develop consensus.

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or related field. A Master's degree is desirable.

Experience:

Ten years of progressively responsible experience in municipal government including five years of management and administrative experience.

License or Certificate:

Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Date: November 2016

Ralph Andersen & Associates

EXHIBIT "B"

GOVERNMENT CODE SECTION 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

EXHIBIT "C"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Irwindale, a charter city and municipal corporation (hereinafter referred to as "THE CITY"), and Julian A. Miranda, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will city manager effective _____ serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently _____ years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3. In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1. EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and _____ cents (\$_____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including _____, _____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary.** By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has ~~seven (7)~~ **seven (7)** days following his execution of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12. Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the

respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

Mayor
City of Irwindale
5050 North Irwindale Avenue
Irwindale, California 91706

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
Julian A. Miranda

THE CITY

DATED: _____

By: _____
Mayor

ATTEST:

Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra, City Attorney

[EMPLOYEE's LAW FIRM]

By: _____
[Counsel]

Attachment 2

RESOLUTION NO. 2022-10-3260

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPOINTING CITY MANAGER AND APPROVING CITY MANAGER
EMPLOYMENT AGREEMENT**

WHEREAS, Irwindale Municipal Code Section 2.08.010 creates and establishes the office of the City Manager; and

WHEREAS, Irwindale Municipal Code Section 2.08.020 provides that persons appointed to the position of City Manager "shall hold such office at the pleasure of the city council. . . [;]" and

WHEREAS, Irwindale Municipal Code Section 2.08.020 further provides that appointments to the position of City Manager shall be made by the City Council "upon the basis of the individual's executive and administrative qualifications, with special reference to his actual experience in, or knowledge of, accepted practices with respect to municipal government[;]"; and

WHEREAS, based on his executive and administrative qualifications and leadership experience in municipal government, the City now desires to appoint Julian Miranda as the City's City Manager; and

WHEREAS, pursuant to Irwindale Municipal Code Section 2.08.040, the City Council shall determine and fix the compensation for the position of city manager[;]" and

WHEREAS, the City Manager shall receive such salary and benefits as set forth in an employment agreement between the City Council and City Manager which shall be approved by this resolution.

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

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

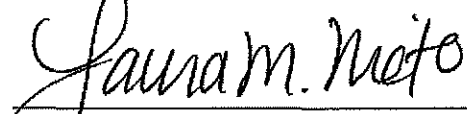
SECTION 2. The City Council hereby appoints Julian A. Miranda to the at-will position of City Manager and approves the City Manager Employment Agreement. The City Council authorizes the Mayor to execute the City Manager Employment Agreement.

SECTION 3. This resolution shall be effective on January 26, 2022. The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 26th day of January, 2022.


Larry G. Burrola, Mayor

ATTEST:



Laura M. Nieto, MMC
Chief Deputy City Clerk

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

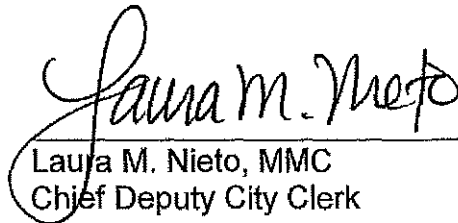
I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-10-3260 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 26th day of January, 2022 by the following vote:

AYES: Councilmembers: Ambriz, Ortiz, Mayor Burrola

NOES: Councilmembers: Garcia

ABSENT: Councilmembers: Breceda

ABSTAIN: Councilmembers: None



Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

CC Item N-2

Date: March 8, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Calle De Paseo Red Curb Study

City Manager's Recommendation:

That City Council discuss staffs' recommendations based on the Calle de Paseo Red Curb Study and Supplemental Crosswalk Evaluation, and provide direction regarding implementation.

Administrative Action:

Submitted by:

William Tam
Interim Director of Engineering/ Building Official

Prepared by:

Luis Pimentel
Assistant Engineer
(626) 430-2259

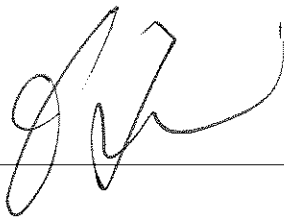
Reviewed by:

Adrian R. Guerra
City Attorney

Kambiz Borhani
Finance Director / City Treasurer

Approved by:

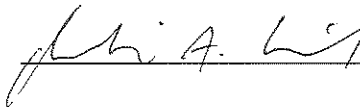
Julian A. Miranda
City Manager





Electronically Approved





Background and Analysis:

In response to residents' concerns, the Public Works Engineering Department directed the City's traffic engineering consultant, Iteris, to perform a study of the red curbs and speed conditions on Calle de Paseo.

After site visits and an assessment of the existing street condition at the time, Iteris provided an initial Calle de Paseo Red Curb Study. This study was presented to City Council at their November 17, 2022 meeting. The item was tabled and further evaluation into this matter was requested by City Council.

As directed, Iteris conducted pedestrian and traffic volume counts and analyzed the raised crosswalk that was installed on Calle de Paseo.

Based on Iteris' initial study and supplemental memo, staff is recommending the following actions along Calle de Paseo:

1. Removal of the raised crosswalk along Calle de Paseo.
2. Removal of red curb adjacent to raised crosswalk on both sides of Calle de Paseo.
3. Install additional advisory signage along Calle de Paseo for eastbound and westbound directions to emphasize the presence of children in the area.
 - a. Playground signs (W15-1 & SW49 (CA))
 - b. Supplemental advisory speed limit signs W13-1P (15 MPH)

With the above mentioned items four (4) on street parking spaces will be restored on Calle de Paseo and drainage concerns for the area will be addressed.

Fiscal Impact:

Removal of the raised crosswalk and the installation of the advisory signs will be incorporated into Phase II of the Residential Resurfacing Project. Additionally, the City will restore the speed hump that was previously located approximately 350 feet east of Irwindale Ave, adjacent to the Library on Calle de Paseo. Sufficient funding is available in the project budget for this item.

Attachments:

- None

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

City of
IRWINDALE
AGENDA REPORT

CC Item N-4

Date: March 8, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Regulation of Unmanned Aircraft Systems (UAS)/Drones in Other California Cities

City Manager's Recommendation:

Discuss and provide direction regarding regulation of Unmanned Aircraft Systems (UAS)/Drones

Administrative Action:

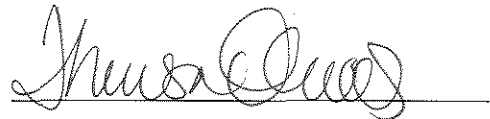
Prepared and Submitted by:

Adrian R. Guerra, City Attorney

Electronically Approved

Reviewed by:

Theresa Olivares, Assistant City Manager

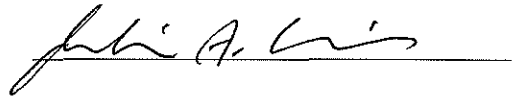


Robert Castro, Chief of Police

Electronically Approved

Approved by:

Julian A. Miranda, City Manager



DISCUSSION:

Previously, the City Council requested that the City Attorney provide guidance and information as to the City's authority to regulate unmanned aircraft systems ("UAS"), better known as "drones," within City boundaries. The City Attorney gave a presentation on federal and state regulation of UAS, which included a discussion of possible legal

grounds for local regulation of UAS, on February 8, 2023. Staff requested that the City Council discuss and provide direction regarding any regulation of UAS/Drones.

At its regular meeting on February 8, 2023, the City Council directed the City Attorney's Office to research and collect ordinances from other California cities regulating UAS/drones. City staff and the City Attorney's Office have collected the following ordinances for the City Council's review and consideration in determining whether to regulate drones:

- City of Anaheim effective August 14, 2018, attached as Exhibit "A".
- City of Barstow effective December 21, 2015, attached as Exhibit "B".
- City of Beverly Hills effective November 21, 2014, attached as Exhibit "C".
- City of Burbank effective June 10, 2016, attached as Exhibit "D".
- City of Calabasas effective December 13, 2017, attached as Exhibit "E".
- City of Ceres effective February 24, 2020, attached as Exhibit "F".
- City of Chula Vista effective 2014, attached as Exhibit "G".
- City of Del Mar effective May 18, 2020, attached as Exhibit "H".
- City of Garden Grove effective 2017, attached as Exhibit "I".
- City of Hermosa Beach effective 2016, attached as Exhibit "J".
- City of Indio effective March 7, 2018, attached as Exhibit "K".
- City of La Mesa effective September 27, 2005, attached as Exhibit "L".
- City of Lake Forest effective 2018, attached as Exhibit "M".
- City of Long Beach effective 1980, attached as Exhibit "N".
- City of Los Alamitos effective 2017, attached as Exhibit "O".
- City of Los Angeles effective December 2, 2015, attached as Exhibit "P".
- City of Manhattan Beach effective March 3, 2016, attached as Exhibit "Q".
- City of Napa effective 2022, attached as Exhibit "R".
- City of Oxnard, attached as Exhibit "S".
- City of Pacific Grove effective 2017, attached as Exhibit "T".

- City of Pasadena effective May 22, 2017, attached as Exhibit "U".
- City of Poway effective 2015, attached as Exhibit "V".
- City of Rancho Palos Verdes effective 1984, attached as Exhibit "W".
- City of Richmond effective May 18, 2017, attached as Exhibit "X".
- City of Riverside effective 2017, attached as Exhibit "Y".
- City of San Clemente effective May 2, 2017, attached as Exhibit "Z".
- City of San Francisco effective December 18, 1981, attached as Exhibit "AA".
- City of West Hollywood effective 2016, attached as Exhibit "BB".
- City of Yorba Linda effective 2017, attached as Exhibit "CC".

FISCAL IMPACT

None.

Exhibit "A"

Chapter 6.43**UNMANNED AIRCRAFT SYSTEMS (DRONES)**

Sections:

6.43.010 Definitions.**6.43.020 Operation of unmanned aircraft and unmanned aircraft systems.****6.43.010 DEFINITIONS.**

The following words and phrases, as used in this chapter, are defined as follows:

.010 "Unmanned Aircraft" or "UA" shall mean an aircraft, including, but not limited to, an aircraft commonly known as a "drone", that is operated without the possibility of direct human intervention from within or on the aircraft.

.020 "Unmanned Aircraft System" or "UAS" shall mean an Unmanned Aircraft and associated elements, including, but not limited to, any communication links and components that control the Unmanned Aircraft.

.030 "Civil UAS" shall mean an Unmanned Aircraft or Unmanned Aircraft System operated by any person for any purposes other than strictly hobby or recreational purposes, including, but not limited to, commercial purposes or in furtherance of, or incidental to, any business or media service or agency.

.040 "Commercial Purposes" shall have the same meaning as attributed to the phrase "Engaged in Business" in Section 3.04.010.060 of this Code.

.050 "Model Aircraft" shall mean an Unmanned Aircraft or Unmanned Aircraft System operated by any person strictly for hobby or recreational purposes.

.060 "Operate" shall mean to pilot, steer, direct, fly, guide, or manage an Unmanned Aircraft or Unmanned Aircraft System through the air remotely. The term "operate" includes, without limitation, managing or initiating an electronic control system that pilots, steers, directs, flies or manages an Unmanned Aircraft or Unmanned Aircraft System.

.070 "Person" shall have the same meaning as it is defined in Section 3.04.010.080 of this Code.

.080 "Public UAS" shall mean an Unmanned Aircraft or Unmanned Aircraft System operated by any public agency for government related purposes. (Ord. 6442 § 1 (part); August 14, 2018.)

6.43.020 OPERATION OF UNMANNED AIRCRAFT AND UNMANNED AIRCRAFT SYSTEMS.

.010 Unless otherwise authorized by federal law, the following shall apply to the operation of any Model Aircraft within the City of Anaheim:

.0101 It is unlawful to operate a Model Aircraft in a manner that interferes with police or fire operations including, but not limited to, efforts to control, contain, or extinguish a fire from the air. It is unlawful to operate a Model Aircraft over or within 500 feet measured horizontally of an active police or fire investigation, including a crime scene, traffic collision, or fire incident, or over or within 1,000 feet measured horizontally of a wildfire incident or operations.

.0102 It is unlawful to operate within 1,000 feet measured horizontally of or into a fireworks production.

.0103 It is unlawful to operate any Model Aircraft carrying or equipped with anything other than a camera, video camera, or related image or audio capturing equipment.

.0104 It is unlawful to hover in place over private property without first obtaining permission from the property owner and/or the property tenant.

.0105 It is unlawful to take pictures or videos or record sounds of individuals, homes, businesses, or property that are in an enclosed area from public view such as fenced backyards or the interior of any structure unless written expressed permission is obtained from the individual, property owner(s) or manager(s), or tenant(s) thereof.

.0106 It is unlawful to operate a Model Aircraft within 1,000 feet measured horizontally from the property line at Angel Stadium, the Honda Center, the Anaheim Convention Center, Disneyland, California Adventure Park, or any other public or private accommodation or venue where more than 1,000 people are reasonably estimated to be in attendance.

.020 Unless otherwise authorized by federal law, the following shall apply to the operation of any Model Aircraft or Civil UAS within the City of Anaheim:

.0201 It is unlawful to operate a Model Aircraft or Civil UAS in a manner that interferes with a manned aircraft, and Model Aircraft or Civil UAS shall always give way to a manned aircraft.

.0202 It is unlawful to operate a Model Aircraft or Civil UAS within the controlled airspace of any airport without the prior express authorization of the airport control tower.

.0203 It is unlawful to operate a Model Aircraft or Civil UAS higher than 400 feet above ground level.

.0204 Model Aircraft and Civil UAS, when operating outdoors, shall only fly during daylight hours, which are defined as between official sunrise and official sunset, local time.

.0205 It is unlawful to operate Model Aircraft or Civil UAS over moving vehicles or unprotected persons, or in any way which interferes with vehicle traffic, or across a street with more than two lanes. It is unlawful to operate a Model Aircraft or Civil UAS less than 100 feet away measured horizontally from any individual other than the operator or the operator's helper(s).

.0206 It is unlawful to operate Model Aircraft or Civil UAS within 1,000 feet measured horizontally of or in the airspace above any water delivery facility, reservoir, storage tank, pump station, treatment or intake facility, or any electric generating facility, substation or control center, or any electric transmission or distribution facility, or within 100 feet of any overhead wire, cable, conveyor, or similar equipment for the distribution of electricity or power, upon or along any public way or utility easement within the city, without the facility or equipment owner's consent, and subject to any restrictions that the facility or equipment owner may place on such operation.

.0207 It is unlawful to operate a Model Aircraft or Civil UAS while the operator is under the influence of alcohol or drugs.

.0208 It is unlawful to operate a Model Aircraft or Civil UAS beyond the visual line of sight of the operator. The operator must use his or her own natural vision without enhancement other than by corrective lenses prescribed for the operator. Individuals other than the operator may not be used in lieu of the operator for maintaining visual line of sight. Visual line of sight means the operator has an unobstructed view of the Model Aircraft or Civil UAS. The use of vision-enhancing devices, such as binoculars, night vision goggles, infra-red or low-light cameras, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from the Model Aircraft or Civil

UAS, do not constitute the visual line of sight of the operator. It is unlawful to operate a Model Aircraft or Civil UAS when the operator is on or in a moving vehicle.

.0209 It is unlawful to operate a Model Aircraft or Civil UAS in a manner that is reckless or careless and endangers the safety of other persons or their property. The standard for careless or reckless operation shall be the same as the standard set forth in federal statutes or regulations governing aeronautics including, but not limited to, Federal Aviation Rule 91.13.

.0210 It is unlawful to operate any Model Aircraft or Civil UAS in violation of any temporary flight restriction (TFR), Notice to Airmen (NOTAM), or any other flight restriction issued by the Federal Aviation Administration or any other federal or state statute or regulation governing aeronautics.

.0211 It is unlawful to operate a Civil UAS for Commercial Purposes in the City unless the operator has first obtained a City business license for such commercial flight operation purposes.

.030 It shall be unlawful for any person to violate or fail to comply with this chapter. Any Person violating the provisions of this section shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as provided in Section 1.01.370 (Violations of Code – Penalty) of Chapter 1.01 (Code Adoption and Construction).

.040 Operations authorized by the FAA – Exception. Notwithstanding the prohibitions set forth in this section, nothing in this section shall be construed to prohibit, limit, or otherwise restrict any person or operator who is authorized by the Federal Aviation Administration to operate any Model Aircraft, Civil UAS, or Public UAS in City air space pursuant to Section 333 of the FAA Modernization and Reform Act of 2012 or a certificate of waiver, certificate of authorization, or airworthiness certificate under Section 44704 of Title 49 of the United States Code or other Federal Aviation Administration grant of authority for a specific flight operation(s), from conducting such operation(s) in accordance with the authority granted by the Federal Aviation Administration. (Ord. 6442 § 1 (part); August 14, 2018.)

CHAPTER 9.66. - UNMANNED AIRCRAFT

Sec. 9.66.010. - Definitions.

As used in this chapter, "unmanned aircraft" means a device that flies and is operated without the possibility of direct human intervention from within or on the aircraft.

(Ord. No. 942-2015, § 1, 12-21-2015)

Sec. 9.66.020. - Operation and recording.

- (a) No person shall operate an unmanned aircraft within 50 feet of a public right-of-way.
- (b) No person shall operate an unmanned aircraft in a manner that harasses, startles, or annoys pedestrians or vehicles, or threatens their safety and welfare.
- (c) No person shall operate an unmanned aircraft over any private real property located in the city in which the resident and/or owner of the subject real property has a reasonable expectation of privacy (including, but not limited to, a private residence or office, and its surrounding yard, parking lot, or landscaping).
- (d) No person shall use an unmanned aircraft to record or transmit any visual image or audio recording of any person or private real property located in the city under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy (including, but not limited to, inside a private residence or office, and inside an enclosed yard).
- (e) No person shall use an unmanned aircraft to peek in the door or window of any inhabited building or structure without visible or lawful business with the owner or occupant.

(Ord. No. 942-2015, § 1, 12-21-2015)

Sec. 9.66.030. - Model aircraft.

This chapter shall not prohibit the use of any model aircraft which is flown in compliance with section 336 of the Federal Aviation Administration Modernization and Reform Act of 2012 and which does not transmit or record visual images or audio recordings of any person or real property located in the city.

(Ord. No. 942-2015, § 1, 12-21-2015)

Sec. 9.66.040. - Use by public safety agencies.

This chapter shall not prohibit the use of any unmanned aircraft by law enforcement or public safety agencies:

- (a) If a warrant is issued authorizing the use of an unmanned aircraft; or
- (b) For the purpose of providing emergency management, fire, or police protection services in response to a life threatening emergency, or for surveying the condition of persons or property during a duly declared state of emergency; or
- (c) Under circumstances where a warrant would not otherwise be required by law.

(Ord. No. 942-2015, § 1, 12-21-2015)

Sec. 9.66.050. - Interference with emergency response.

No person shall, through use of an unmanned aircraft, interfere with the lawful efforts of a firefighter or other public safety officer to extinguish a fire or respond to a medical or other emergency.

(Ord. No. 942-2015, § 1, 12-21-2015)

Sec. 9.66.060. - City-owned unmanned aircraft.

Unmanned aircraft owned and operated by the city or by city-contracted agent/agency is exempt from the provisions of this chapter while lawfully operated by city employees or city-contracted agent/agency engaged in city business, including but not limited to surveying and mapping property, inspecting infrastructure, monitoring traffic, and recording local events. This section does not apply to use of unmanned aircraft by city public safety agencies, which must comply with section 9.66.040 of this Code.

(Ord. No. 942-2015, § 1, 12-21-2015)

Sec. 9.66.070. - Penalties.

Violation of any of the provisions of this chapter is a misdemeanor and shall be punishable as set forth in section 1.01.110 of this Code.

(Ord. No. 942-2015, § 1, 12-21-2015)

ORDINANCE NO. 942-2015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BARSTOW, CALIFORNIA, ADDING A NEW CHAPTER 9.66 (UNMANNED AIRCRAFT) OF TITLE 9 (PEACE, MORALS AND SAFETY) OF THE BARSTOW MUNICIPAL CODE

WHEREAS, in order to protect the safety and privacy of Barstow residents regarding the use of unmanned aircraft within the corporate city limits; and

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

Section 1. Municipal Code Amendment. Title 9 ("Peace, Morals and Safety") of the Barstow Municipal Code is hereby amended to add Chapter 9.66 ("Unmanned Aircraft") to read as follows:

Chapter 9.66 Unmanned Aircraft

9.66.010 – Definitions.

As used in this chapter, "unmanned aircraft" means a device that flies and is operated without the possibility of direct human intervention from within or on the aircraft.

9.66.020 – Operation and Recording.

A. No person shall operate an unmanned aircraft within 50 feet of a public right-of-way.

B. No person shall operate an unmanned aircraft in a manner that harasses, startles, or annoys pedestrians or vehicles, or threatens their safety and welfare.



C. No person shall operate an unmanned aircraft over any private real property located in the city in which the resident and/or owner of the subject real property has a reasonable expectation of privacy (including, but not limited to, a private residence or office, and its surrounding yard, parking lot, or landscaping).

D. No person shall use an unmanned aircraft to record or transmit any visual image or audio recording of any person or private real property located in the city under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy (including, but not limited to, inside a private residence or office, and inside an enclosed yard).

E. No person shall use an unmanned aircraft to peek in the door or window of any inhabited building or structure without visible or lawful business with the owner or occupant.

9.66.030 – Model aircraft.

This chapter shall not prohibit the use of any model aircraft which is flown in compliance with section 336 of the Federal Aviation Administration Modernization and Reform Act of 2012 and which does not transmit or record visual images or audio recordings of any person or real property located in the city.

9.66.040 – Use by public safety agencies.

This chapter shall not prohibit the use of any unmanned aircraft by law enforcement or public safety agencies:

- A. If a warrant is issued authorizing the use of an unmanned aircraft; or
- B. For the purpose of providing emergency management, fire, or police protection services in response to a life threatening emergency, or for surveying the condition of persons or property during a duly declared state of emergency; or
- C. Under circumstances where a warrant would not otherwise be required by law.

9.66.050 – Interference with emergency response.

No person shall, through use of an unmanned aircraft, interfere with the lawful efforts of a firefighter or other public safety officer to extinguish a fire or respond to a medical or other emergency.

9.66.060 – City-owned unmanned aircraft.

Unmanned aircraft owned and operated by the City or by City-contracted agent/agency is exempt from the provisions of this chapter while lawfully operated by city employees or City-contracted agent/agency engaged in city business, including but not limited to surveying and mapping property, inspecting infrastructure, monitoring traffic, and recording local events. This section does not apply to use of unmanned aircraft by city public safety agencies, which must comply with Section 9.66.040 of this code.

9.66.070 – Penalties.

Violation of any of the provisions of this chapter is a misdemeanor and shall be punishable as set forth in Section 1.01.110 of this code.

Section 2. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this chapter is declared by a court of competent jurisdiction to be

unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this chapter. The city council declares that it would have adopted this chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

Section 3. Effective Date. This Ordinance was introduced on December 7, 2015 and was adopted by the City Council at its regular meeting held on December 21, 2015. Ordinance 942-2015 shall take effect on 30 days after adoption on January 20, 2016. This Ordinance and the City Clerk's certification, together with proof of publication, shall be entered in the Book of Ordinances of the City Council.

PASSED, APPROVED AND ADOPTED, this 21st day of December, 2015.

Julie Hackbarth-McIntyre, Mayor

ATTEST:

JoAnne V. Cousino, City Clerk

I, JoAnne V. Cousino, City Clerk for the City of Barstow, California and ex-officio Clerk of the City Council, do hereby certify, UNDER PENALTY OF PERJURY, that the foregoing is a true and correct copy of Ordinance No. 942-2015 which was introduced at the regular meeting of the City Council of the City of Barstow held on the 7th day of December, 2015, and adopted at the regular meeting of the City Council of the City of Barstow on the 21st day of December, 2015 by the following vote:

AYES: COUNCIL MEMBERS GRACEY, HARPOLE, HERNANDEZ; MAYOR PRO TEM SILVA;
MAYOR HACKBARTH-MCINTYRE

NOES: NONE

ABSENT: NONE

ABSTAINED: NONE

JoAnne V. Cousino, City Clerk

Article 6. Aircraft Operations

5-6-601: Landing Prohibited

5-6-602: Exemption

5-6-603: External Load Operations Prohibited

5-6-604: Prohibition Against Using An Unmanned Aircraft To Record Or Transmit Visual Or Audio Recordings

5-6-601: LANDING PROHIBITED:

No person shall land any aircraft, including a helicopter, within the city, except that the council may grant permission for such landing to protect the personal security of the president or vice president of the United States when visiting the city. (1962 Code § 4-1.01)

5-6-602: EXEMPTION:

Section 5-6-601 of this chapter, prohibiting the landing of helicopters, shall not apply to any helicopter operated by the federal government, or state, county or city agency engaged in law enforcement, emergency or disaster aid, fire suppression, or going to the aid of any person or the person's property thereof, so long as the same is operated in accordance with federal and state regulations and by authorized personnel of said federal, state, county or city agency. (Ord. 06-O-2496, eff. 3-9-2006)

5-6-603: EXTERNAL LOAD OPERATIONS PROHIBITED:

No person shall use any helicopter for external load operations within the city. For the purposes of this section, "external load operations" shall include any load which is carried or extends outside the aircraft fuselage. (1962 Code § 4-1.02; amd. Ord. 06-O-2496, eff. 3-9-2006)

5-6-604: PROHIBITION AGAINST USING AN UNMANNED AIRCRAFT TO RECORD OR TRANSMIT VISUAL OR AUDIO RECORDINGS:



- A. No person shall use an unmanned aircraft to record or transmit any visual image or audio recording of any person or private real property located in the city under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy (including, but not limited to, inside a private residence or office, and inside an enclosed yard).
- B. This section shall not prohibit the use of any model aircraft, which is flown in compliance with section 336 of the FAA modernization and reform act of 2012 and which does not transmit or record visual images or audio recordings of any person or real property located in the city.
- C. This section shall not prohibit the use of any unmanned aircraft by law enforcement or public safety agencies:

1. If a warrant is issued authorizing the use of an unmanned aircraft; or
 2. For the purpose of providing emergency management, fire, or police protection services in response to a life threatening emergency, or for surveying the condition of persons or property during a duly declared state of emergency; or
 3. Under circumstances where a warrant would not otherwise be required by law.
- D. For the purpose of this section, an "unmanned aircraft" is a device that flies and is operated without the possibility of direct human intervention from within or on the aircraft. (Ord. 14-O-2667, eff. 11-21-2014)

Burbank Municipal Code

5-3-1602: OPERATION OF UNMANNED AIRCRAFT AND UNMANNED AIRCRAFT SYSTEMS:

Unless otherwise authorized by federal law, the following shall apply to the operation of any Model Aircraft or Civil UAS within the City of Burbank:

- A. It is unlawful to operate in a manner that prevents or delays the extinguishment of a fire including, but not limited to, efforts to control, contain, or extinguish the fire from the air.
- B. It is unlawful to operate in a manner that interferes with police operations or activity.
- C. It is unlawful to operate within the airspace above or within 50 feet of a film studio or closed production set or other private production area without permission from the studio, producer, or director.
- D. It is unlawful to operate within 100 feet of or into a fireworks production.
- E. It is unlawful to operate within 500 feet measured horizontally of or in the airspace above any water delivery system, reservoir, treatment or intake facility or any electric generating facility, substation or control center, or any electric transmission facility, or within 60 feet of any overhead wire, cable, conveyor or similar equipment for the distribution of electricity or power, upon or along any public way within the city, without the facility or equipment owner's consent, and subject to any restrictions that the facility or equipment owner may place on such operation.
- F. It is unlawful to operate higher than 400 feet above ground level.
- G. Model Aircraft and Civil UAS, when operating outdoors, shall only fly during daylight hours, which are defined as between official sunrise and official sunset for local time.
- H. It is unlawful to operate any Model Aircraft or Civil UAS carrying or equipped with anything other than a camera, video camera, or related equipment.
- I. It is unlawful to operate over moving vehicles or unprotected persons, and it is unlawful to operate less than 25 feet away from any individual other than the operator or the operator's helper(s).
- J. It is unlawful to operate under the influence of alcohol or drugs.
- K. It is unlawful to operate beyond the visual line of sight of the operator. The operator must use their own natural vision without enhancement other than by corrective lenses prescribed for the operator. Individuals other than the operator may not be used in lieu of the operator for maintaining visual line of sight. Visual line of sight means the operator has an unobstructed view of the Model Aircraft or Civil UAS. The use of vision-enhancing devices, such as binoculars, night vision goggles, infra-red or low-light cameras, powered vision magnifying devices, and

goggles or other devices designed to provide a “first-person view” from the Model Aircraft or Civil UAS, do not constitute the visual line of sight of the operator.

L. It is unlawful to hover in place over private property without first obtaining permission from the property owner and/or the property tenant.

M. It is unlawful to take pictures or videos or record sounds of individuals, homes, businesses, or property that are in an enclosed area from public view such as fenced backyards or the interior of any structure unless written expressed permission is obtained from the individual property owner(s) or manager(s).

N. Operations authorized by the FAA – Exception. Notwithstanding the prohibitions set forth in this section, nothing in this section shall be construed to prohibit, limit or otherwise restrict any person who is authorized by the Federal Aviation Administration to operate in City air space, pursuant to Section 333 of the FAA Modernization and Reform Act of 2012 or a certificate of waiver, certificate of authorization or airworthiness certificate under Section 44704 of Title 49 of the United States Code or other Federal Aviation Administration grant of authority for a specific flight operation(s), from conducting such operation(s) in accordance with the authority granted by the Federal Aviation Administration. [Added by Ord. No. 16-3,878, eff. 6/10/16]

CALABASAS

Chapter 9.10 - DRONES AND UNMANNED AIRCRAFT SYSTEMS

9.10.010 - Purpose.

The purpose of this chapter is to regulate the operation of unmanned aircraft, commonly known as drones, which can at times pose a hazard to full-scale aircraft in flight and to persons on the ground. Imposing community-based safety requirements on the operation of model UAS and imposing restrictions on the operation of both model UAS's and civil UAS's consistent with Federal Aviation Administration rules is necessary to mitigate such risks and to protect the public from the hazards associated with the operation of unmanned aircraft.

(Ord. No. 2017-354, § 1, 12-13-2017)

9.10.020 - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Civil UAS" shall mean an unmanned aircraft or unmanned aircraft system operated by any person for any purposes other than strictly hobby or recreational purposes, including, but not limited to, commercial purposes or in the furtherance of, or incidental to, any business or media service or agency.

"Drone" refers to any UAS.

"FAA" means the Federal Aviation Administration.

"Model UAS" shall mean an unmanned aircraft or unmanned aircraft system operated by any person strictly for hobby or recreational purposes.

"Person" shall mean natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business trust, organization, or the manager, lessee, agent, servant, officer or employee of any of them.

"Public UAS" shall mean an unmanned aircraft or unmanned aircraft system operated by any public agency for government related purposes.

"Unmanned aircraft" shall mean an aircraft without a human pilot onboard, that is controlled by an operator on the ground, and is operated without the possibility of direct human intervention from within or on the aircraft.

"Unmanned aircraft system (UAS)" shall mean an unmanned aircraft and associated elements, including, but not limited to, any communication links and components that control the unmanned aircraft.

"Visual line of sight" means that a person operating an unmanned aircraft has an unobstructed view of the unmanned aircraft. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the unmanned aircraft. People other than the operator may not be used in lieu of the operator for maintaining visual line of sight to the unmanned aircraft, except as otherwise permitted by federal law. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from the unmanned aircraft do not constitute visual line of sight of the person operating the unmanned aircraft.

(Ord. No. 2017-354, § 1, 12-13-2017)

9.10.030 - Regulations

The following shall apply to the operation of any model UAS or civil UAS within the City of Calabasas:

CALABASAS

1. No person shall operate any model UAS or civil UAS within the City of Calabasas in a manner that is prohibited by any federal statute or regulation.
2. No person shall operate any model UAS or civil UAS within the City of Calabasas in a manner that interferes with manned aircraft, and any person operating a model UAS shall always give way to any manned aircraft.
3. No person shall takeoff, land or operate any model UAS or civil UAS within the City of Calabasas beyond the "visual line of sight" of the person operating the model UAS or civil UAS.
4. No person shall operate any model UAS or civil UAS within the City of Calabasas other than during daylight hours defined as between official sunrise and official sunset for local time, except that a person may operate a model UAS or civil UAS during periods of civil twilight if the UAS has lighted anti-collision lighting visible for at least three (3) statute miles. As used herein, "civil twilight" means a period of time that begins thirty (30) minutes before official sunrise and ends at official sunrise, and a period of time that begins at official sunset and ends thirty (30) minutes after official sunset.
5. No person shall operate any model UAS or civil UAS within the City of Calabasas more than four hundred (400) feet above the earth's surface, unless the UAS is both flown within a 400-foot radius of a structure and does not fly higher than four hundred (400) feet above the structure's immediate uppermost limit.
6. Excluding takeoff and landing, no person shall operate any model UAS or civil UAS within the City of Calabasas closer than twenty-five (25) feet to any individual, except the operator or the operator's helper(s).
7. No person shall takeoff or operate a model UAS or civil UAS on private property without the consent of the property owner.
8. No person shall takeoff, land or operate a model UAS or civil UAS over publicly permitted events without prior notification and authorization of the city.
9. No person shall takeoff, land or operate a model UAS or civil UAS within one thousand five hundred (1,500) horizontal feet of any manned or unmanned aircraft.
10. No person shall takeoff, land or operate a model UAS or civil UAS within five hundred (500) feet of any emergency vehicle that is operating with lights and/or sirens.
11. No person shall takeoff, land or operate a model UAS or civil UAS within five hundred (500) feet of any active law enforcement or emergency response incident.
12. No person shall takeoff, land or operate a model UAS or civil UAS within two hundred (200) feet of a school facility without prior notification and authorization of school officials.
13. No person shall takeoff, land or operate a model UAS or civil UAS within one hundred (100) feet of any public building or facility without prior notification, and authorization of the city.
14. No person shall operate a model UAS or civil UAS that has any type of weapon attached to it.
15. No person shall operate any model UAS or civil UAS within the City of Calabasas in violation of any temporary flight restriction (TFR) or notice to airmen (NOTAM) issued by the Federal Aviation Administration.
16. No person shall operate any model UAS or civil UAS within the City of Calabasas in a careless or reckless manner so as to endanger the life or property of another. The standard for what constitutes careless and reckless operation under this section shall be the same as the standard set forth in any federal statutes or regulations governing aeronautics including but not limited to Federal Aviation Rule 91.13.

(Ord. No. 2017-354, § 1, 12-13-2017)

CALABASAS

9.10.040 - Exemptions.

The provisions of this chapter shall not apply to any Public UAS, or UAS weighing less than 0.55 lbs.

(Ord. No. 2017-354, § 1, 12-13-2017)

9.10.050 - Violations; penalties.

Any person who violates any provision of this chapter is guilty of a misdemeanor punishable as provided in section 1.16.020A of this Code.

(Ord. No. 2017-354, § 1, 12-13-2017)

CHAPTER 20 - DRONE REGULATIONS

9.20.010 - Purpose and intent.

The purpose and intent of this chapter is to effectively regulate unmanned aircraft systems or drones within the City in order to promote the health, safety, and general welfare of City residents. The City seeks to implement appropriate regulations of drones pursuant to the City's police powers and its authority to issue regulations related to zoning, land use, privacy, trespass, and law enforcement operations. All regulations herein are intended to protect the health, safety, and welfare of the public and address specific areas of local municipal concern where a drone incident could cause harm and injury. It is not intended to restrict persons operating commercial drones in compliance with all applicable FAA rules and other applicable laws, or outside of prohibited areas. This chapter is not intended to preempt FAA rules, but to operate in conjunction with those rules to promote public safety and privacy while recognizing the limitations in the FAA's enforcement authority.

(Ord. No. 2020-1056, § 1, 2-24-2020)

9.20.020 - Definitions.

For purposes of this chapter, the following definitions shall apply, unless the context clearly indicates otherwise:

City Manager's designee means the City Manager or any agent of the City as designated by the City Manager.

Emergency responder shall mean any person engaged in providing emergency services who is an agent of the City, the County of Stanislaus, a public agency, a law enforcement agency, the fire department, or a public safety organization.

FAA means the Federal Aviation Administration.

Person shall mean and include any natural person, corporation, company, firm, association, organization, co-partnership, joint venture, trust, business trust, syndicate, estate, receiver, society, club, fraternal organization, any group or combination acting as a unit, and any officer, agent, employee, or servant of any of the foregoing.

Special event shall mean any event, assembly, or gathering held on public land or open-air facility, private property, or commercial or industrial facility that is open to the public and intended to attract people. This includes, but is not limited to, sporting events, concerts, festivals, farmer's markets, street faire, and other similar events.

Unmanned aircraft system or drone means an aircraft without a human pilot on board, that is controlled from an operator on the ground, and operates without the possibility of direct human intervention from within, or on, the aircraft.

Visual line of sight refers to the ability of a drone operator to have a direct, unaided, and unobstructed view of the operator's controlled drone. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, goggles, or other devices designed to provide a "first-person" view from the drone, do not constitute visual line of sight.

(Ord. No. 2020-1056, § 1, 2-24-2020)

9.20.030 - Operating requirements and restrictions.

No person shall operate any drone in a manner that is prohibited by any federal, State, or local regulations. The following shall apply to the operation of drones within the City:

- A. No person shall operate any drone in the City beyond the visual line of sight of the person operating the drone.
- B. No person shall operate any drone other than during daylight hours.
- C. No person shall operate any drone more than 400 feet above the earth's surface and no faster than 50 miles per hour unless written proof of authorization to do so is obtained from the FAA and is provided to the City and verified.
- D. Excluding takeoff and landing, no person shall operate any drone closer than 25 feet to any individual, except the operator or agents of the operator.
- E. No person shall operate any drone under the influence of alcohol, cannabis, or any other drug or intoxicating compound.
- F. No person shall operate any drone in a careless or reckless manner so as to endanger the life, safety, health, or welfare of another person or another person's property. The standard for what constitutes careless and reckless operation under this subsection shall be the same as the standard set forth in any federal statutes or regulations governing aeronautics including, but not limited to, Public Utilities Code section 21407 and Federal Aviation rule 91.13, 14 C.F.R. 91.13.
- G. No person shall operate any drone in a manner that violates an individual's reasonable expectation of privacy, as set forth by all applicable State laws, or record or transmit any visual image, sound recording, or other physical impression of any person or private real property located in the City under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy, including, but not limited to, inside the premises or curtilage of a private residence, office, or hotel room, or inside an enclosed yard or exterior deck.

- H. No person shall operate a drone in a manner that directly interferes with the lawful efforts of any emergency responder to respond to an emergency or to provide emergency services.
- I. No person shall operate any drone that contains, or has affixed or attached to it, hazardous materials, a weapon, a firearm, a bb device, an explosive, a device or container assembled for the purpose of causing an explosion, or any other item that may be used as a weapon.
- J. No person shall operate any drone in a way that interferes with manned aircraft, and the operator shall always yield to any manned aircraft.
- K. No person shall operate any drone within the City in violation of any temporary flight restriction or "Notice to Airmen" issued by the FAA.
- L. Excluding takeoff and landing, no person shall operate any drone less than 100 feet above any public street or sidewalk.
- M. No person shall operate any drone within 500 feet of any other privately-owned drone. No person shall operate any drone within 1,500 feet of any other publicly owned drone. Any person operating a drone shall remain clear of, and not interfere with, any manned aircraft operations. Any person operating a drone shall see and avoid other aircraft and obstacles at all times.
- N. No person shall operate any drone in a manner that interferes with a parade or motorcade.
- O. Any person who causes injury to another person while operating a drone shall comply with the following:
 - 1. The drone operator shall notify the City's Police Department of the injury within 24 hours of the incident.
 - 2. The drone operator shall give the operator's name and current residential address to the City's Police Department, and shall also present a valid and unexpired form of identification issued by a State government or the United States federal government.
 - 3. Each failure to report injury to another person as required by this Subsection shall constitute a separate violation of this chapter.
- P. Any person who causes damage to the property of another person while operating a drone shall comply with the following:
 - 1. The drone operator shall immediately locate and notify the owner or person in charge of the damaged property of the name and current residential address of the drone operator and of the owner of the drone involved. The drone operator shall also present a valid and unexpired form of identification issued by a State government or the

United States federal government.

2. In the event the owner or person in charge of the damaged property cannot reasonably be ascertained or located, the drone operator shall leave in a conspicuous place on the property damaged a written notice giving the name and current residential address of the drone operator and of the owner of the drone involved, as well as a statement of the circumstances of the incident resulting in the property damage. The drone operator must also provide this information to the City Police Department within 24 hours of the incident.
 3. Each failure to report an incident of property damage as required by this Subsection shall constitute a separate violation of this chapter.
- Q. The City Manager, the Chief of Police, the Fire Chief, or their respective designees may issue "No Fly" proclamations prohibiting drone operations as necessary to protect public safety. "No Fly" proclamations shall specify the locations, dates, and times that drone operations are prohibited and shall be posted on the City's website, at City Hall, and at the Police Department. drone operators are required to verify whether a "No Fly" proclamation is in effect prior to initiating drone operations. No fly proclamations may be imposed citywide or limited to certain areas and may be in effect for certain times or for certain dates in their entirety, as necessary to protect public safety. It is a violation to operate a drone during "No Fly" hours, or to fail to immediately cease drone operations after being notified by an agent of a public safety agency that a "No Fly" restriction is in effect.
- R. This chapter shall not prohibit the use of drones that both: (1) are flown in compliance with Section 336 of the federal Aviation Administration Modernization and Reform Act of 2012; and (2) do not transmit or record visual images or audio recordings of any person or real property located in the City without the person or property owner's written consent.

(Ord. No. 2020-1056, § 1, 2-24-2020)

9.20.040 - Protected sites.

- A. *Ports*. No person shall operate a drone within five miles of any airport or nautical facility, unless authorized by the chief administrator of the facility in writing.
- B. *Government buildings*. No person shall operate a drone within a 500-foot horizontal distance of any government building, unless authorized by the chief administrator of the building in writing.
- C. *City Hall*. No person shall operate a drone within a 500-foot horizontal distance of City Hall, unless authorized by the City Manager in writing.
- D. *Courts*. No person shall operate a drone within a 500-foot horizontal distance of any courthouse, unless authorized by the supervising judge of the courthouse in writing.

- E. *Jails*. No person shall operate a drone within a 500-foot horizontal distance of any jail or prison facility, unless authorized by the chief administrator of the jail or prison facility in writing.
- F. *Police station*. No person shall operate a drone within a 500-foot horizontal distance of any police station or structure, unless authorized by the Chief of Police in writing.
- G. *Sheriff station*. No person shall operate a drone within a 500-foot horizontal distance of any sheriff's station or structure, unless authorized by the Sheriff in writing.
- H. *Fire station*. No person shall operate a drone within a 500-foot horizontal distance of any fire station or structure, unless authorized by the Fire Chief in writing.
- I. *Schools*. No person shall operate a drone within a 500-foot horizontal distance of any school or school yard, while school is in session unless authorized by the principal or superintendent of the school in writing.
- J. *Public utility facilities*. No person shall operate a drone within the airspace above or within a 500-foot horizontal distance of any public utility facility, including, but not limited to, any water, sewage, or electric generating facility, without the authorization of the chief administrator of the facility in writing (and subject to any restrictions that the chief administrator of the facility may impose).
- K. *Communication and utility lines*. No person shall operate a drone within the airspace above, or within a 100-foot horizontal distance of any, cell tower, overhead wire, cable, conveyor, or similar equipment for the transmission of sounds, signal, heat, light, power, utility, or data, or upon or along any public way within the City, without the authorization of the owner or chief administrator of the equipment in writing (and subject to any restrictions that the owner or chief administrator of the equipment may impose).
- L. *Churches*. No person shall operate a drone within the airspace above any open-air assembly area, place of worship, or public building or facility, without the authorization of the chief administrator in (and subject to any restrictions that the chief administrator may impose).
- M. *Private property*. No person shall operate a drone within the airspace above any populated or developed private property, unless authorized by the property owner in writing. This Subsection shall not apply to persons on the premises who are engaging in activities protected by the Constitutions of the State of California or the United States of America, or to persons who are on the premises at the request of a resident or management and who are not loitering or otherwise violating any law or ordinance.
- N. *Special events*. No person shall operate a drone within a 500-foot horizontal distance of any Special Event in the City, unless authorized by the City Manager in writing.

(Ord. No. 2020-1056, § 1, 2-24-2020)

9.20.050 - Exemptions.

- A. The provisions of this chapter shall not apply to any drone that is used or operated by or on behalf of the City or any law enforcement, public safety, or government agency in compliance with all applicable federal, State, and local laws and policies.
- B. This chapter shall not apply to any drones used by the City or any City-contracted agent or agency engaging in City business, including, but not limited to: flight training, surveying and mapping property, inspecting infrastructure, monitoring traffic, or recording local events.

(Ord. No. 2020-1056, § 1, 2-24-2020)

9.20.060 - Commercial operations.

- A. In addition to the other requirements of this chapter, commercial drone operators must comply with all applicable FAA, federal, State, and local regulations while operating within the City.
- B. A business license must be obtained from the City before commencing any commercial drone activities within the City. If commercial drone activities involve operating in, or passing through, multiple jurisdictions, the commercial drone operator is responsible for paying the proportionate business license fees and taxes due to the City for the proportion of operations occurring within the limits of the City and its airspace.
- C. Commercial drone operators must submit a report to the City prior to commencing commercial drone operations. The report must include the intended flight plan, areas of operation, and the purpose of the commercial operations.

(Ord. No. 2020-1056, § 1, 2-24-2020)

9.20.070 - Enforcement.

- A. Any condition created, caused, committed, or maintained in violation of any provision of this chapter is hereby declared to be unlawful and a public nuisance.
- B. Any person who engages in a violation of this chapter, or who owns, possesses, manages, controls, or has charge of any drone in violation of this chapter, shall be subject to the penalties and remedies provided by this chapter.
- C. Any violation of this chapter shall constitute a separate offense for each and every day the violation occurs or persists.
- D. Any person in violation of any provision of this chapter may:
 - 1. Be guilty of a misdemeanor, punishable by imprisonment of up to six months in County jail, or by a fine not exceeding \$1,000.00, or by both; or
 - 2. Be punished by an administrative fine pursuant to title 19.

- E. Any intentional injury or property damage caused while operating a drone will be referred to the County District Attorney for criminal prosecution.
- F. Upon any violation of this chapter, the City Manager's Designee, any Emergency Responder, or any other law enforcement officer (collectively "Officer") shall be authorized to use reasonable force to cause the violating drone to land on the ground. Neither the City, nor the Officers involved, shall be liable for any damage to a drone caused by an Officer while enforcing this chapter.
- G. Neither the City, nor any Emergency Responders involved, shall be liable for any damage to a drone caused by the Emergency Responder while performing emergency services if such damage was reasonably necessary to ensure unhindered performance of emergency services.
- H. Any drone found to be operated in violation of this chapter may be impounded and held as evidence in any enforcement proceeding, including a proceeding brought under this chapter. Any impounded drone will be returned at the conclusion of any enforcement proceeding upon payment to the City of an impound fee established by City Council resolution.
- I. The expenses of seizing, eradicating, destroying, or taking remedial action with respect to any impounded drone shall be recoverable from the owner and operator of the drone. Proof of liability for any forfeiture petition under this chapter shall be by a preponderance of the evidence.
- J. These penalties and remedies are cumulative, and in addition to any other penalties and remedies available to the City.

(Ord. No. 2020-1056, § 1, 2-24-2020)

2.66.180 Operation of model airplanes and certain other vehicles prohibited.

Except in an area designated with signage by the Director of Public Works for that purpose, or authorized by permit from the Director of Recreation or their designees, it is unlawful to operate any model airplane, model car, go-cart, sky lanterns, fighting kites, drones or similar self-propelled device, toy or model within any City park or recreation area. (Ord. 3322 § 1, 2014; Ord. 2651 § 1, 1995; Ord. 1557 § 1, 1974; Ord. 1179 § 1 Art. 3; Ord. 857 § 2(L); prior code § 21.3.2(16)).

The Chula Vista Municipal Code is current through Ordinance 3539, passed December 6, 2022.

Disclaimer: The City Clerk's Office has the official version of the Chula Vista Municipal Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

To be notified when additions, amendments, or revisions are made to the code, send your e-mail address to (be sure to add "Chula Vista Municipal Code" in the subject line) CPC@codepublishing.com.

City Website: www.chulavistaca.gov

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Chapter 9.40 - Regulation of Unmanned Aircraft Systems (UAS)

9.40.010 - Definitions.

For the purposes of this Chapter:

- A. "Unmanned Aircraft" shall mean an aircraft without a human pilot onboard, that is controlled by an operator on the ground, and is operated without the possibility of direct human intervention from within or on the aircraft.
- B. "Unmanned Aircraft System (UAS)" refers to any Unmanned Aircraft or drone and associated elements, including, but not limited to, any communication links and components that control the Unmanned Aircraft.
- C. "Civil UAS" refers to an Unmanned Aircraft or Unmanned Aircraft System operated for any purposes other than strictly hobby or recreational purpose, including, but not limited to, commercial purposes or in the furtherance of or incidental to, any business or media service or agency.
- D. "Model UAS" refers to any Unmanned Aircraft or Unmanned Aircraft System operated by any person for hobby or recreational purposes.
- E. "Public UAS" shall mean an Unmanned Aircraft or Unmanned Aircraft System operated by any public agency for government related purposes.
- F. "Operator" means the individual piloting the Unmanned Aircraft.
- G. "Operator's Assistants" means any individuals assisting with or piloting the Unmanned Aircraft with the Operator.
- H. "FAA" means the Federal Aviation Administration.
- I. "Emergency responder" means any first emergency responder including but not limited to law enforcement, firefighters, paramedics, or any emergency rescue service.
- J. "Animal" means any pet or wildlife.

(Ord. No. 963, §§ 1, 2, 5-18-2020)

9.40.020 - Operating Requirements.

The following shall apply to any Model UAS or Civil UAS operating in the City at a point lower than within 400 feet from ground level or 400 feet from the top of a structure:

No person shall operate (fly or launch) any UAS or Model Aircraft:

- A. No person shall operate any Model UAS or Civil UAS within the City in a manner that is prohibited by federal or state statute or regulation.

- B. No person shall operate any Civil UAS for commercial use within the City without a City-issued Operations Permit for Commercial Filming.
- C. No person shall takeoff, land or operate any Model UAS or Civil UAS within the airspace overlaying Seagrove Park, Powerhouse Park, Crest Ridge Park, the Scripps Bluffs Preserve, or a City beach (with the exception of over the ocean), without a City-issued Operations Permit.
- D. No person shall takeoff, land or operate any Model UAS or Civil UAS while under the influence of alcohol or any other drugs, intoxicating compound or any combination thereof.
- E. No person shall takeoff, land or operate any Model UAS or Civil UAS within four hundred (400) feet of any active law enforcement or emergency response incident in a manner that interferes with firefighting, police activity or other emergency response activity per California Penal Code Sections 148.2 and 402.
- F. Excluding takeoff and landing, no person shall operate any Model UAS or Civil UAS within 25 feet of any individual except the Operator and any of the Operator's Assistants.
- G. No person shall operate any Model UAS or Civil UAS in a careless or reckless manner that endangers the life or property of another.
- H. No person shall operate any Model UAS or Civil UAS in a manner that serves to harass, stalk, disturb, frighten, intimidate, injure, threaten, victimize or otherwise cause mental or emotional distress to any person or animal on public or private property, including the capturing, recording, or transmission of any images, audio recordings, or any live or recorded videos of any person with a reasonable expectation of privacy.
- I. No person shall operate any Model UAS or Civil UAS in the airspace above a school, during school hours or school events without prior written permission from school officials.
- J. Operation of any Model UAS or Civil UAS in the airspace of the Fairgrounds must adhere to the policies and regulations of the 22nd District Agricultural Association.
- K. No person shall operate any Model UAS or Civil UAS that contains, or has attached, any type of weapon or explosive device.
- L. No person shall operate any Model UAS or Civil UAS within the airspace of any City-owned facilities, including but not limited to, the Del Mar Civic Center, Public Works facilities and reservoirs, Powerhouse Community Center, Beach Safety Center, or any other public safety and/or law enforcement facility without prior written authorization from the City.
- M. No person shall takeoff, land, or operate any Model UAS or Civil UAS within four hundred (400) feet of any publicly permitted events without prior notification and authorization from the City.

9.40.030 - Exemptions.

- A. The provisions of section 9.40.020 do not apply to any UAS operated pursuant to and in compliance with the conditions of a valid film or special event permit issued by the City, or to any Public UAS.
- B. This chapter shall not apply to any Public UAS that is operated by the City in compliance with all federal laws, regulations and applicable City policies for purposes including, but not limited to:
 - 1. Search and rescue operations;
 - 2. Damage assessments;
 - 3. Law Enforcement purposes;
 - 4. Managing special events;
 - 5. Monitoring traffic;
 - 6. Situational awareness of critical incidents;
 - 7. Monitoring and managing wildfires;
 - 8. Training and support for all previously mentioned scenarios;
 - 9. Managing other City operations and Capital Investment Projects.

(Ord. No. 963, §§ 1, 2, 5-18-2020)

9.40.040 - Violations.

Enforcement of the provisions of this Title shall be accomplished in accordance with the procedures contained in Title 1 of this Code.

(Ord. No. 963, §§ 1, 2, 5-18-2020)

9.40.050 - Complaints of Violation.

Whenever a violation of this Chapter occurs or is alleged to have occurred, any person may file a complaint in regard thereto. All such complaints shall be in writing and signed by the complainant and shall fully state the location of the alleged violation, the cause of the complaint, and basis thereof. Upon receipt of a complaint, the enforcement officer shall cause an investigation of the alleged violation and take action thereon as provided by this Chapter.

(Ord. No. 963, §§ 1, 2, 5-18-2020)

Garden Grove, California Municipal Code

Title 8 PEACE, SAFETY AND MORALS

Chapter 8.90 DRONES AND UNMANNED AIRCRAFT SYSTEMS

8.90.010 Purpose and Findings

8.90.020 Definitions

8.90.030 Local Regulations of Unmanned Aircraft Systems

8.90.040 Prohibition Against Reckless Endangerment

8.90.050 Time, Place, and Manner Restrictions

8.90.060 Exemptions for Public UAS

8.90.010 Purpose and Findings

The operation of unmanned aircraft, commonly known as drones, can at times pose a hazard to full-scale aircraft in flight and to persons and property on the ground. Imposing community-based safety requirements and restrictions on the operation of unmanned aircraft that do not preempt federal aviation rules or authority, or state law, is necessary to mitigate such risks and to protect the public from the hazards associated with the operation of unmanned aircraft. (2879 § 1, 2017)

8.90.020 Definitions

For purposes of this chapter, the following definitions shall apply, unless another or a different meaning is clearly intended from the context in which the phrase or words are used:

“Unmanned Aircraft System (UAS)” means an aircraft without a human pilot onboard, that is controlled from an operator on the ground, and operates without the possibility of direct human intervention from within or on the aircraft.

“Drone” refers to any UAS.

“FAA” means the Federal Aviation Administration.

“Visual line of sight” means that the operator has an unobstructed view of the UAS. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the UAS. People other than the operator may not be used in lieu of the operator for maintaining visual line of sight. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a “first-person view” from the UAS do not constitute visual line of sight of the operator.

“Public UAS” means a UAS that is used or operated on behalf of any government agency that meets the qualifications as defined in Section 40102 of Title 49 of the United States Code to operate a public aircraft. (2879 § 1, 2017)

8.90.030 Local Regulations of Unmanned Aircraft Systems

- A. No person shall take off or land a UAS outside of the person’s visual line of sight.
- B. No person shall take off or land a UAS within 25 feet of another individual, except the operator or the operator’s designee.
- C. No person shall take off or operate a UAS on private property without the consent of the property owner.
- D. No person shall take off or land UAS over permitted public events unless granted written or electronic permission by the City.
- E. No person shall take off or land a UAS within 1500 horizontal feet of any aircraft.
- F. No person shall take off or land a UAS that has any type of weapon attached to it. (2879 § 1, 2017)

8.90.040 Prohibition Against Reckless Endangerment

No person shall take off or land a UAS in a reckless manner so as to create a substantial risk of serious physical injury to any person or substantial risk of damage to the property of another. (2879 § 1, 2017)

8.90.050 Time, Place, and Manner Restrictions

- A. No person shall take off or land a UAS within 500 feet of any emergency vehicle that is operating with lights and/or sirens.
- B. No person shall take off or land a UAS within 500 feet of any active law enforcement or emergency response incident.
- C. No person shall take off or land a UAS in violation of any Temporary Flight Restriction or Notice to Airmen issued by the FAA.
- D. No person shall take off or land a UAS within 100 feet of a school facility without prior notification and authorization of school officials.

E. No person shall take off or land a UAS within 500 feet of any county or city owned jails, holding facilities, law enforcement facility, or within 100 feet of any public building or facility without prior notification and authorization of the City. (2879 § 1, 2017)

8.90.060 Exemptions for Public UAS

The regulations in this chapter shall not apply to any public UAS or to any UAS weighing less than 0.55 lbs. (2879 § 1, 2017)

Contact:

City Clerk: 714-741-5040

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Chapter 9.38

DRONES, UNMANNED AIRCRAFT AND MODEL AIRCRAFT

Sections:

9.38.010 Purpose and findings.

9.38.020 Definitions.

9.38.030 Operating permit required.

9.38.040 Operating requirements and restrictions.

9.38.050 Violations.

9.38.060 Exemptions.

9.38.010 Purpose and findings. [SHARE](#)

The operation of unmanned aircraft such as model aircraft and civil unmanned aircraft systems ("UAS"), commonly known as drones, can at times pose a hazard to full-scale aircraft in flight and to persons and property on the ground. Imposing community-based safety requirements on the operation of model aircraft and imposing restrictions on the operation of both model aircraft and civil UASs consistent with federal aviation rules and state law is necessary to mitigate such risks and to protect the public from the hazards associated with the operation of unmanned aircraft. (Ord. 16-1363 §1 (part), 2016)

9.38.020 Definitions. [SHARE](#)

The following words, phrases and terms as used in this chapter shall have the meanings indicated as follows:

"Civil UAS" shall mean an unmanned aircraft or unmanned aircraft system operated by any person for any purposes other than strictly hobby or recreational purposes, including, but not limited to, commercial purposes or in furtherance of, or incidental to, any business or media service or agency.

"Model aircraft" shall mean an unmanned aircraft or unmanned aircraft system operated by any person strictly for hobby or recreational purposes.

"Person" shall mean any individual, partnership, corporation, or joint venture.

"Public UAS" shall mean an unmanned aircraft or unmanned aircraft system operated by any public agency for government related purposes.

"Unmanned aircraft" shall mean an aircraft, including, but not limited to, an aircraft commonly known as a drone, that is operated without the possibility of direct human intervention from within or on the aircraft.

"Unmanned aircraft system" shall mean an unmanned aircraft and associated elements, including, but not limited to, any communication links and components that control the unmanned aircraft. (Ord. 16-1363 §1 (part), 2016)

9.38.030 Operating permit required. SHARE

A. Generally. An operating permit shall be required for every unmanned aircraft and unmanned aircraft system operated in the city. No person shall operate an unmanned aircraft or unmanned aircraft system in the city without first obtaining an operating permit and obtaining an identification number assigned by the city and submission of a copy of the certificate of aircraft registration/proof of ownership issued by the Federal Aviation Administration.

B. Applications. An application for a UAS operating permit shall be on a form provided by the city and show:

1. Name and phone number of the operator;
2. Make, model and serial or N-number of UAS to be permitted;
3. A description of proposed flight activity, including whether filming, taking of visual images and/or sound recording will occur;
4. Copy of certificate of aircraft registration/proof of ownership issued by the Federal Aviation Administration;
5. A signed statement certifying that the applicant knows how to operate the UAS and is aware of and agrees to operate it in full compliance with its operating instructions and with the provisions of this chapter and any other federal or state laws governing its operations;
6. A signed statement acknowledging that only the applicant may operate the UAS in the city;
7. A signed indemnification clause protecting the city from liability;
8. Such other information as may be requested by the city; and
9. Payment of an application filing fee in an amount as set forth in the city's master fee resolution. The filing fee for a UAS found to be operating in the city without a permit shall be tripled.

C. Placement. The permit sticker and identification number shall be placed on the body of the unmanned aircraft or unmanned aircraft system in a conspicuous location on the earth-facing surface of the device and in a manner clearly visible from the ground. Placement of stickers shall be subject to approval of the city or performed by the city.

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D. Issuance of Permit. The permit will include a copy of the operating rules set forth in this chapter. Permits will be issued for a period of one (1) year and may be renewed annually upon filing of a renewal application and payment of a renewal fee as set forth in the city's master fee resolution. A permit shall not be issued if the applicant is found to have operated the UAS in violation of Section 9.38.040 or renewed if grounds exist for revocation.

E. Assignment. The permit is not assignable. No person other than the applicant may operate the UAS within the city.

F. Revocation. The permit may be suspended or revoked if the city manager, or his/her designee finds based on a preponderance of the evidence, after the permittee is afforded notice and an opportunity to be heard, that the permittee has violated any provision of this chapter. A decision by the city manager may be appealed to the city council; the decision of the council shall be final. (Ord. 16-1363 §1 (part), 2016)

9.38.040 Operating requirements and restrictions. SHARE

A. No person shall operate any model aircraft or civil UAS within the city in a manner that interferes with manned aircraft, and model aircraft shall always give way to any manned aircraft.

B. No person shall operate any model aircraft within the city beyond the visual line of sight of the person operating the model aircraft. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the model aircraft. People other than the operator may not be used in lieu of the operator for maintaining visual line of sight. Visual line of sight means that the operator has an unobstructed view of the model aircraft. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from the model, do not constitute the visual line of sight of the person operating the model aircraft.

C. No person shall operate any model aircraft or civil UAS within the city other than during daylight hours defined as between official sunrise and official sunset for local time, unless proof of authorization to do so by the Federal Aviation Administration is provided to the city.

D. No person shall operate any model aircraft within the city more than four hundred (400) feet above the earth's surface, unless proof of authorization to do so by the Federal Aviation Administration is provided to the city.

E. Excluding takeoff and landing, no person shall operate any model aircraft or civil UAS within the city closer than twenty-five (25) feet to any individual, except the operator or the operator's helper(s).

F. No person shall operate any model aircraft or civil UAS within the city in a manner that is prohibited by any federal or state statute or regulation governing aeronautics, including but not limited to Public Utilities Code Section 24107 and Federal Aviation Rule 91.13.

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G. No person shall operate any model aircraft or civil UAS within the city in violation of any temporary flight restriction or notice to airmen issued by the Federal Aviation Administration.

H. No person shall operate any model aircraft or civil UAS within the city to capture, record or transmit any visual image or audio recording of any person or private real property located in the city under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy (including, but not limited to, inside a private office and inside a hotel room). This provision is intended to supplement, rather than duplicate, the prohibition against trespassing into the air space above the land of another person in order to capture any type of visual image or sound recording of a person engaging in a private, personal, or familial activity in a manner that is offensive to a reasonable person, pursuant to California Civil Code Section 1708.8.

I. Unless authorized by federal law, no person shall knowingly and intentionally operate any model aircraft or civil UAS on the grounds of, or less than three hundred fifty (350) feet above ground level within the airspace overlaying, a public school in the city providing instruction in kindergarten or grades one (1) to twelve (12), inclusive, during school hours and without the written permission of the school principal or higher authority, or his or her designee, or equivalent school authority.

J. Unless authorized by federal law, no person shall knowingly and intentionally use any model aircraft or civil UAS to capture images of public school grounds in the city providing instruction in kindergarten or grades one (1) to twelve (12), inclusive, during school hours and without the written permission of the school principal or higher authority, or his or her designee, or equivalent school authority.

K. No person shall operate any model aircraft or civil UAS in a manner that interferes with firefighting, police activity or emergency response activity as detailed in California Penal Code Sections 148.2 and 402.

L. No person shall operate any model aircraft or civil UAS within the airspace overlaying the civic center complex or a city park or the beach during a scheduled special event unless authorized to do so in the special event permit.

M. No person shall operate any model aircraft or civil UAS within the city in a manner designed, intended or which serves to harass, stalk, vex, annoy, disturb, frighten, intimidate, injure, threaten, victimize or place in extreme mental or emotional distress any particular person, whether that person is located on public or private property. The conduct described in this subsection includes, but is not limited to, using a model aircraft or civil UAS to follow and film, video-record, live-stream or photograph a person who has not consented to such activity. (Ord. 16-1363 §1 (part), 2016)

9.38.050 Violations. SHARE

It shall be unlawful for any person to violate or fail to comply with this chapter. Any person violating the provisions of this chapter shall be guilty of a misdemeanor and subject to the

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provisions of Chapter 1.04. Any UAS or model aircraft found to be operated in violation of this chapter may be impounded and held as evidence in any enforcement proceeding brought under this chapter. An impounded UAS or model aircraft will be returned at the conclusion of any enforcement proceeding upon payment to the city of an impound fee as set forth in the city's master fee resolution. (Ord. 16-1363 §1 (part), 2016)

9.38.060 Exemptions. SHARE

The permit requirement set forth in Section 9.38.030 shall not apply to any civil UAS operated pursuant to and in compliance with the terms and conditions of a valid city-issued film permit or special event permit with Federal Aviation Administration authorization or any public UAS operated pursuant to, and in compliance with, the terms and conditions of any current and enforceable authorization granted by the Federal Aviation Administration. (Ord. 16-1363 §1 (part), 2016)

CHAPTER 105: DRONE REGULATIONS

Section

- 105.01 Purpose and Intent
- 105.02 Definitions
- 105.03 Operating Requirements and Restrictions
- 105.04 Protected Sites
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- 105.06 Commercial Operations
- 105.07 Enforcement

§ 105.01 PURPOSE AND INTENT.

The purpose and intent of this Chapter is to effectively regulate Unmanned Aircraft Systems ("Drones") within the City in order to promote the health, safety, and general welfare of City residents. The City seeks to implement appropriate regulations of Drones pursuant to the City's police powers and its authority to issue regulations related to zoning, land use, privacy, trespass, and law enforcement operations. All regulations herein are intended to protect the health, safety, and welfare of the public and address specific areas of local municipal concern where a Drone incident could cause harm and injury. It is not intended to restrict persons operating commercial Drones in compliance with all applicable FAA rules and other applicable laws, or outside of prohibited areas. This Chapter is not intended to preempt FAA rules, but to operate in conjunction with those rules to promote public safety and privacy while recognizing the limitations in the FAA's enforcement authority.

(Ord. 1731, passed 3-7-18)

§ 105.02 DEFINITIONS.

For purposes of this Chapter, the following definitions shall apply, unless the context clearly indicates otherwise:

(A) "**CITY MANAGER'S DESIGNEE**" means the City Manager or any agent of the City as designated by the City Manager.

(B) "**EMERGENCY RESPONDER**" shall mean any person engaged in providing emergency services who is an agent of the City, the County of Riverside, a public agency, a law enforcement agency, the fire department, or a public safety organization.

(C) "**FAA**" means the Federal Aviation Administration.

(D) "**PERSON**" shall mean and include any natural person, corporation, company, firm, association, organization, co-partnership, joint venture, trust, business trust, syndicate, estate, receiver, society, club, fraternal organization, any group or combination acting as a unit, and any officer, agent, employee, or servant of any of the foregoing.

(E) "**SPECIAL EVENT**" shall mean any event, assembly, or gathering held on public land or open-air facility, private property, or commercial or industrial facility that is open to the public and intended to

attract people. This includes, but is not limited to, sporting events, concerts, festivals, farmer's markets, and other similar events.

(F) "**UNMANNED AIRCRAFT SYSTEM**" or "**DRONE**" means an aircraft without a human pilot on board, that is controlled from an operator on the ground, and operates without the possibility of direct human intervention from within, or on, the aircraft.

(G) "**VISUAL LINE OF SIGHT**" refers to the ability of a Drone operator to have a direct, unaided, and unobstructed view of the operator's controlled Drone. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, goggles, or other devices designed to provide a "first-person" view from the Drone, do not constitute Visual Line of Sight.

(Ord. 1731, passed 3-7-18)

§ 105.03 OPERATING REQUIREMENTS AND RESTRICTIONS.

No person shall operate any Drone in a manner that is prohibited by any federal, State, or local regulations. The following shall apply to the operation of Drones within the City:

(A) No person shall operate any Drone in the City beyond the Visual Line of Sight of the person operating the Drone.

(B) No person shall operate any Drone other than during daylight hours.

(C) No person shall operate any Drone more than 400 feet above the earth's surface and no faster than 50 miles per hour unless written proof of authorization to do so by the FAA is provided to the City and verified.

(D) Excluding takeoff and landing, no person shall operate any Drone closer than 25 feet to any individual, except the operator or agents of the operator.

(E) No person shall operate any Drone under the influence of alcohol, marijuana, or any other drug or intoxicating compound.

(F) No person shall operate any Drone in a careless or reckless manner so as to endanger the life, safety, health, or welfare of another person or another person's property. The standard for what constitutes careless and reckless operation under this Subsection shall be the same as the standard set forth in any federal statutes or regulations governing aeronautics including, but not limited to, Public Utilities Code section 21407 and Federal Aviation rule 91.13, 14 C.F.R. § 91.13.

(G) No person shall operate any Drone in a manner that violates an individual's reasonable expectation of privacy, as set forth by all applicable State laws, or record or transmit any visual image, sound recording, or other physical impression of any person or private real property located in the City under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy, including, but not limited to, inside the premises or curtilage of a private residence, office, or hotel room, or inside an enclosed yard or exterior deck.

(H) No person shall operate a Drone in a manner that directly interferes with the lawful efforts of any Emergency Responder to respond to or provide emergency services.

(I) No person shall operate any Drone that contains, or has affixed or attached to it, hazardous materials, a weapon, a firearm, a bb device, an explosive, a device or container assembled for the purpose of causing an explosion, or any other item that may be used as a weapon.

(J) No person shall operate any Drone in a way that interferes with manned aircraft, and the operator shall always yield to any manned aircraft.

(K) No person shall operate any Drone within the City in violation of any temporary flight restriction or "Notice to Airmen" issued by the FAA.

(L) No person shall operate any Drone less than 100 feet above any public street or sidewalk.

(M) No person shall operate any Drone within 500 feet of any other privately-owned Drone. No person shall operate any Drone within 1,500 feet of any other publicly-owned Drone. Any person operating a Drone shall remain clear of, and not interfere with, any manned aircraft operations. Any person operating a Drone shall see and avoid other aircraft and obstacles at all times.

(N) No person shall operate any Drone in a manner that interferes with a parade or motorcade.

(O) Any person who causes injury to another person while operating a Drone shall comply with the following:

(1) The operator shall notify the City's Police Department of the injury within 24 hours of the incident.

(2) The operator shall give the operator's name and current residential address to the City's Police Department, and shall also present a valid and unexpired form of identification issued by a State government or the United States federal government.

(3) The operator shall render to any person injured during the incident reasonable assistance, including transporting, or making arrangements for transporting, any injured person to a physician, surgeon, or hospital for medical or surgical treatment if it is apparent that treatment is necessary or if that transportation is requested by any injured person.

(4) Each failure to report injury to another person as required by this Subsection shall constitute a separate violation of this Chapter.

(P) Any person who causes damage to the property of another person while operating a Drone shall comply with the following:

(1) The operator shall immediately locate and notify the owner or person in charge of the damaged property of the name and current residential address of the operator and of the owner of the Drone involved. The operator shall also present a valid and unexpired form of identification issued by a State government or the United States federal government. The operator shall determine the value of the damage and pay restitution to the damaged party. If the value of the damage to the property involved exceeds \$1,000, the operator shall notify the City's Police Department within 24 hours of determining, or being informed of, the value of the damage.

(2) In the event the owner or person in charge of the damaged property cannot reasonably be ascertained or located, the operator shall leave in a conspicuous place on the property damaged a written notice giving the name and current residential address of the operator and of the owner of the Drone involved, as well as a statement of the circumstances of the incident resulting in the property damage. The operator must also provide this information to the City's Police Department within 24 hours of the incident.

(3) Each failure to report an incident of property damage as required by this Subsection shall constitute a separate violation of this Chapter.

(Q) The City Manager, the Chief of Police, the Fire Chief, or their respective designees may issue "No Fly" proclamations prohibiting Drone operations as necessary to protect public safety. No Fly proclamations shall specify the locations, dates, and times that Drone operations are prohibited and shall be posted on the City's website, at City Hall, and at the Police Department. Drone operators are required to verify whether a No Fly proclamation is in effect prior to initiating Drone operations. No Fly proclamations may be imposed citywide or limited to certain areas and may be in effect for certain times or for certain dates in their entirety, as necessary to protect public safety. It is a violation to operate a Drone during No Fly hours, or to fail to immediately cease Drone operations after being notified by an agent of a public safety agency that a No Fly restriction is in effect.

(R) This Chapter shall not prohibit the use of Drones that both: (1) are flown in compliance with Section 336 of the Federal Aviation Administration Modernization and Reform Act of 2012; and (2) do not transmit or record visual images or audio recordings of any person or real property located in the City without the person or property owner's written consent.

(Ord. 1731, passed 3-7-18)

§ 105.04 PROTECTED SITES.

(A) *Ports.* No person shall operate a Drone within 5 miles of any airport or nautical facility, unless authorized by the chief administrator of the facility in writing.

(B) *Government Buildings.* No person shall operate a Drone within a 500-foot horizontal distance of any government building, unless authorized by the chief administrator of the building in writing.

(C) *City Hall.* No person shall operate a Drone within a 500-foot horizontal distance of City Hall, unless authorized by the City Manager in writing.

(D) *Courts.* No person shall operate a Drone within a 500-foot horizontal distance of any courthouse, unless authorized by the supervising judge of the courthouse in writing.

(E) *Jails.* No person shall operate a Drone within a 500-foot horizontal distance of any jail or prison facility, unless authorized by the chief administrator of the jail or prison facility in writing.

(F) *Police Station.* No person shall operate a Drone within a 500-foot horizontal distance of any police station or structure, unless authorized by the Chief of Police in writing.

(G) *Sheriff Station.* No person shall operate a Drone within a 500-foot horizontal distance of any sheriff's station or structure, unless authorized by the Sheriff in writing.

(H) *Fire Station.* No person shall operate a Drone within a 500-foot horizontal distance of any fire station or structure, unless authorized by the Fire Chief in writing.

(I) *Schools.* No person shall operate a Drone within a 500-foot horizontal distance of any school or school yard, unless authorized by the principal or superintendent of the school in writing.

(J) *Public Utility Facilities.* No person shall operate a Drone within the airspace above or within a 500-foot horizontal distance of any public utility facility, including, but not limited to, any water, sewage, or electric generating facility, without the authorization of the chief administrator of the facility in writing (and subject to any restrictions that the chief administrator of the facility may impose).

(K) *Communication and Utility Lines.* No person shall operate a Drone within the airspace above, or within a 100-foot horizontal distance of any, cell tower, overhead wire, cable, conveyor, or similar equipment for the transmission of sounds, signal, heat, light, power, utility, or data, or upon or along any public way within the City, without the authorization of the owner or chief administrator of the equipment in writing (and subject to any restrictions that the owner or chief administrator of the equipment may impose).

(L) *Churches.* No person shall operate a Drone within the airspace above any open-air assembly area, place of worship, or public building or facility, without the authorization of the chief administrator in (and subject to any restrictions that the chief administrator may impose).

(M) *Private Property.* No person shall operate a Drone within the airspace above any populated or developed private property, unless authorized by the property owner in writing. This Subsection shall not apply to persons on the premises who are engaging in activities protected by the Constitutions of the State of California or the United States of America, or to persons who are on the premises at the request of a resident or management and who are not loitering or otherwise violating any law or ordinance.

(N) *Special Events*. No person shall operate a Drone within a 500-foot horizontal distance of any Special Event in the City, unless authorized by the City Manager in writing.

(Ord. 1731, passed 3-7-18)

§ 105.05 EXEMPTIONS.

(A) The provisions of this Chapter shall not apply to any Drone that is used or operated on behalf of the City or any law enforcement, public safety, or government agency in compliance with all applicable federal, State, and local laws and policies.

(B) This Chapter shall not apply to any Drones used by the City or any City-contracted agent or agency engaging in City business, including, but not limited to, surveying and mapping property, inspecting infrastructure, monitoring traffic, or recording local events.

(Ord. 1731, passed 3-7-18)

§ 105.06 COMMERCIAL OPERATIONS.

(A) In addition to the other requirements of this Chapter, commercial Drone operators must comply with all applicable FAA, federal, State, and local regulations while operating within the City.

(B) A business license must be obtained from the City before commencing any commercial Drone activities within the City. If commercial Drone activities involve operating in, or passing through, multiple jurisdictions, the commercial Drone operator is responsible for paying the proportionate business license fees and taxes due to the City for the proportion of operations occurring within the limits of the City and its airspace.

(C) Commercial Drone operators must submit a report to the City prior to commencing commercial Drone operations. The report must include the intended flight plan, areas of operation, and the purpose of the commercial operations.

(Ord. 1731, passed 3-7-18)

§ 105.07 ENFORCEMENT.

(A) Any condition created, caused, committed, or maintained in violation of any provision of this Chapter is hereby declared to be unlawful and a public nuisance.

(B) Any party who engages in a violation of this Chapter, or who owns, possesses, manages, controls, or has charge of any Drone in violation of this Chapter, shall be subject to the penalties and remedies provided by this Chapter.

(C) Any violation of this Chapter shall constitute a separate offense for each and every day the violation occurs or persists.

(D) Any person in violation of any provision of this Chapter shall be guilty of a misdemeanor and shall be punishable by a fine of up to \$1,000 and by imprisonment of up to six months per offense per day.

(E) Any person in violation of any provision of this Chapter shall be punishable by an administrative fine of up to \$1,000 per offense per day.

(F) Any intentional injury or property damage caused while operating a Drone shall constitute a crime.

(G) Upon any violation of this Chapter, the City Manager's Designee, any Emergency Responder, or any other law enforcement officer (collectively "Officer") shall be authorized to use reasonable force

to cause the violating Drone to land on the ground. Neither the City, nor the Officers involved, shall be liable for any damage to a Drone caused by an Officer while enforcing this Chapter.

(H) Neither the City, nor any Emergency Responders involved, shall be liable for any damage to a Drone caused by the Emergency Responder while performing emergency services if such damage was reasonably necessary to ensure unhindered performance of emergency services.

(I) Any Drone found to be operated in violation of this Chapter may be impounded and held as evidence in any enforcement proceeding, including a proceeding brought under this Chapter. Any impounded Drone will be returned at the conclusion of any enforcement proceeding upon payment to the City of an impound fee as set forth by separate resolution.

(J) The expenses of seizing, eradicating, destroying, or taking remedial action with respect to any impounded Drone shall be recoverable from the owner and operator of the Drone. Proof of liability for any forfeiture petition under this Chapter shall be by a preponderance of the evidence.

(K) These penalties and remedies are cumulative, and in addition to any other penalties and remedies available to the City.

(Ord. 1731, passed 3-7-18)

9.08.150 - Model aircraft prohibited.

No individual or group of individuals shall fly or operate any type of model aircraft, including rockets, whether motorized or nonmotorized, with or without remote control in any city park, except for rubberband-powered aircraft, or a hand-launched, nonremote-controlled model glider, each weighing three ounces or less.

(Ord. 2005-2760 § 5 (Exh. 5); September 27, 2005)

9.08.160 - Penalty.

It shall be unlawful for any person to violate any provision of this chapter. A violation of any of the provisions or failing to comply with any mandatory requirements of this chapter shall constitute an infraction and shall be subject to the provisions of the general penalty clause as set out in Section 1.01.080 of the code of the city of La Mesa, except as provided in Section 1.01.130 of this code.

(Ord. 2005-2760 § 5 (Exh. 5); September 27, 2005)

Lake Forest, California Municipal Code

Title 11 PEACE AND SAFETY

Division IX. Unmanned Aircraft System

Chapter 11.68 UNMANNED AIRCRAFT SYSTEM

11.68.010 Purpose and findings.

11.68.020 Definitions.

11.68.030 Local regulations of UAS.

11.68.040 No reckless endangerment.

11.68.050 Time, place, and manner restrictions.

11.68.060 Exemptions.

11.68.010 Purpose and findings.

The operation of unmanned aircraft (UAS), commonly known as drones, can at times pose a hazard to full-scale aircraft in flight and to persons and property on the ground. Imposing community-based safety requirements and restrictions on the operation of UAS that do not preempt federal aviation rules or authority, or state law, is necessary to mitigate such risks and to protect the public from the hazards associated with the operation of UAS. (Ord. 303 § 3, 2018)

11.68.020 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meaning set forth, unless another or different meaning is clearly intended from the context in which the phrase or words are used.

“Drone” refers to any UAS.

“FAA” means the Federal Aviation Administration.

“Person” means any individual, partnership, corporation, or joint venture.

“Public UAS” means a UAS that is used or operated on behalf of any government agency that meets the qualifications as defined in Section 40102 of Title 49 of the United States Code to operate a public aircraft.

"Unmanned aircraft system (UAS)" means an aircraft without a human pilot onboard, that is controlled from an operator on the ground, and operates without the possibility of direct human intervention from within or on the aircraft.

"Weapon" means any instrument, article or substance that, under the circumstances in which it is used, attempted to be used or threatened to be used, is readily capable of causing death or serious physical injury. (Ord. 303 § 3, 2018)

11.68.030 Local regulations of UAS.

A. No person shall takeoff or land a UAS within twenty-five (25) feet of another individual, except the operator or the operator's designee.

B. No person shall takeoff or land a UAS on private property without the consent of the property owner.

C. No person shall takeoff or land a UAS during permitted public events unless granted written or electronic permission by the City.

D. No person shall takeoff or land a UAS within one thousand five hundred (1,500) horizontal feet of any aircraft.

E. No person shall takeoff or land a UAS that has any type of weapon attached to it. (Ord. 303 § 3, 2018)

11.68.040 No reckless endangerment.

No person shall takeoff or land a UAS in a reckless manner so as to create a substantial risk of serious physical injury to any person or substantial risk of damage to the property of another. (Ord. 303 § 3, 2018)

11.68.050 Time, place, and manner restrictions.

A. No person shall takeoff or land a UAS within five hundred (500) feet of any emergency vehicle that is operating with lights and/or sirens.

B. No person shall takeoff or land a UAS within five hundred (500) feet of any active law enforcement or emergency response incident.

C. No person shall takeoff or land a UAS in violation of any temporary flight restriction or notice to airmen issued by the FAA.

D. No person shall takeoff or land a UAS within one hundred (100) feet of a school facility without prior notification and authorization of school officials.

E. No person shall takeoff or land a UAS within five hundred (500) feet of any county or city owned jails, holding facilities, law enforcement facility, or within one hundred (100) feet of any designated publicly owned building chosen by the city.

F. No person shall operate a UAS over any public school or its related facilities during school hours. UASs may only be operated over public schools or their related facilities before or after school hours, on weekends, and during school-recognized holidays and closures. During times when UASs are operated over public schools and their related facilities, UASs shall not be equipped with a camera or any video recording device. (Ord. 303 § 3, 2018)

11.68.060 Exemptions.

- A. This chapter shall not apply to any public UAS.
- B. This chapter shall not apply to any UAS weighing less than 0.55 lbs. (Ord. 303 § 3, 2018)

Contact:

City Clerk: 949-461-3420

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16.08.390 - Aircraft.

No person shall land, take off, or operate any aircraft on the waters of the marinas.

(Ord. C-5625 § 4 (part), 1980: prior code § 7222.4)

16.12.250 - Aircraft.

No person shall land on, take off from, or operate any aircraft on the waters of the near shore ocean area.

(Ord. C-5625 § 6 (part), 1980: prior code § 7231.13)

Los Alamitos, California Municipal Code

Title 8 HEALTH AND SAFETY

Chapter 8.52 UNMANNED AIRCRAFT SYSTEMS

8.52.010 Purpose.

8.52.020 Definitions.

8.52.030 Local regulations of UAS.

8.52.040 No reckless endangerment.

8.52.050 Time, place, and manner restrictions.

8.52.060 Exemptions.

8.52.070 Violations—Penalties.

8.52.010 Purpose.

The purpose of this chapter is to provide regulations which will maintain the quality of life to residents, businesses, and visitors, through education and enforcement of unmanned aircraft system (UAS) operation within the city limits. (Ord. 2017-11 § 1, 2017)

8.52.020 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings set forth below, unless another or different meaning is clearly intended from the context in which the phrase or words are used.

"Drone" refers to any UAS.

"FAA" means the Federal Aviation Administration.

"Person" means any individual, partnership, corporation, or joint venture, including those set forth in Title 1, Chapter 1.24 of the Los Alamitos Municipal Code.

"Public UAS" means a UAS that is used or operated on behalf of any government agency that meets the qualifications as defined in Section 40102 of Title 49 of the United States Code to operate a public aircraft.

"Unmanned aircraft system (UAS)" shall mean an aircraft, without a human pilot on board, that is controlled from an operator on the ground, to include, but not be limited to, any communication links and components that control the UA, and operates without the possibility of direct human intervention from within or on the aircraft.

"Visual line of sight" means that the operator has an unobstructed view of the UAS. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the UAS. People other than the operator may not be used in lieu of the operator for maintaining visual line of sight. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from the UAS do not constitute visual line of sight of the operator. (Ord. 2017-11 § 1, 2017)

8.52.030 Local regulations of UAS.

- A. No person shall takeoff or land a UAS outside of the person's visual line of sight.
- B. No person shall takeoff or land a UAS within twenty-five (25) feet of another individual, except the operator or the operator's designee.
- C. No person shall takeoff or land a UAS on private property without the consent of the property owner.
- D. No person shall takeoff or land a UAS during permitted public events unless granted written or electronic permission by the city.
- E. No person shall takeoff or land a UAS within one thousand five hundred (1,500) horizontal feet of any aircraft.
- F. No person shall takeoff or land a UAS that has any type of weapon attached to it. (Ord. 2017-11 § 1, 2017)

8.52.040 No reckless endangerment.

No person shall takeoff or land a UAS in a reckless manner so as to create a substantial risk of serious physical injury to any person or substantial risk of damage to the property of another. (Ord. 2017-11 § 1, 2017)

8.52.050 Time, place, and manner restrictions.

- A. No person shall takeoff or land a UAS within five hundred (500) feet of any emergency vehicle that is operating with lights and/or sirens.
- B. No person shall takeoff or land a UAS within five hundred (500) feet of any active law enforcement or emergency response incident.
- C. No person shall takeoff or land a UAS in violation of any temporary flight restriction or notice to airmen issued by the FAA.
- D. No person shall takeoff or land a UAS within one hundred (100) feet of a school facility without prior notification and authorization of school officials.
- E. No person shall takeoff or land a UAS within five hundred (500) feet of any county or city owned jails, holding facilities, law enforcement facility, or within one hundred (100) feet of any designated publicly owned building chosen by the city. (Ord. 2017-11 § 1, 2017)

8.52.060 Exemptions.

- A. This chapter shall not apply to any publicly owned UAS.
- B. This chapter shall not apply to any UAS weighing less than 0.55 pounds. (Ord. 2017-11 § 1, 2017)

8.52.070 Violations—Penalties.

- A. Any violation of the provisions of this chapter shall be a misdemeanor.
- B. All violations of the Code of Federal Regulations defined in Title 14 C.F.R. Part 101 and Title 14 C.F.R. Part 107 will be reported to the Federal Aviation Administration (FAA). (Ord. 2017-11 § 1, 2017)

Contact:

City Clerk: 562-431-3538

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SEC. 56.31. UNMANNED AIRCRAFT SYSTEMS.
(Added by Ord. No. 183,912, Eff. 12/2/15.)

(a) For purposes of this section:

1. **"Unmanned Aircraft"** shall mean an aircraft, including, but not limited to, an aircraft commonly known as a drone, that is operated without the possibility of direct human intervention from within or on the aircraft.
2. **"Unmanned Aircraft System"** shall mean an Unmanned Aircraft and associated elements, including, but not limited to, any communication links and components that control the Unmanned Aircraft.
3. **"Person"** shall have the same meaning as set forth in Subsection (a) of Section 11.01 of this Code.
4. **"Model Aircraft"** shall mean an Unmanned Aircraft or Unmanned Aircraft System operated by any Person strictly for hobby or recreational purposes.
5. **"Civil UAS"** shall mean an Unmanned Aircraft or Unmanned Aircraft System operated by any Person for any purposes other than strictly hobby or recreational purposes, including, but not limited to, commercial purposes or in furtherance of, or incidental to, any business or media service or agency.
6. **"Public UAS"** shall mean an Unmanned Aircraft or Unmanned Aircraft System operated by any public agency for government related purposes.

(b) The following shall apply to the operation of any Model Aircraft within the City of Los Angeles:

1. No Person shall operate any Model Aircraft within the City of Los Angeles and within 5 miles of an airport without the prior express authorization of the airport air traffic control tower.
2. No Person shall operate any Model Aircraft within the City of Los Angeles in a manner that interferes with manned aircraft, and shall always give way to any manned aircraft.
3. No Person shall operate any Model Aircraft within the City of Los Angeles beyond the visual line of sight of the person operating the Model Aircraft. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the Model Aircraft. People other than the operator may not be used in lieu of the operator for maintaining visual line of sight. Visual line of sight means that the operator has an unobstructed view of the Model Aircraft. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from the model, do not constitute the visual line of sight of the person operating the Model Aircraft.
4. No Person shall operate any Model Aircraft within the City of Los Angeles other than during daylight hours defined as between official sunrise and official sunset for local time.
5. No Person shall operate any Model Aircraft within the City of Los Angeles more than 400 feet above the earth's surface.
6. Excluding takeoff and landing, no Person shall operate any Model Aircraft within the City of Los Angeles closer than 25 feet to any individual, except the operator or the operator's helper(s).

(c) The following shall apply to the operation of any Model Aircraft or Civil UAS within the City of Los Angeles:

1. No Person shall operate any Model Aircraft or Civil UAS within the City of Los Angeles in a manner that is prohibited by any federal statute or regulation governing aeronautics.

2. No Person shall operate any Model Aircraft or Civil UAS within the City of Los Angeles in violation of any temporary flight restriction (TFR) or notice to airmen (NOTAM) issued by the Federal Aviation Administration.

3. No Person shall operate any Model Aircraft or Civil UAS within the City of Los Angeles in a careless or reckless manner so as to endanger the life or property of another. The standard for what constitutes careless and reckless operation under this section shall be the same as the standard set forth in any federal statutes or regulations governing aeronautics including but not limited to Federal Aviation Rule 91.13.

(d) It shall be unlawful for any Person to violate or fail to comply with this section. Any Person violating the provisions of this section shall be guilty of a misdemeanor and subject to the provisions of Subsection (m) of Section 11.00 of this Code.

(e) This section shall not apply to any Public UAS operated pursuant to, and in compliance with, the terms and conditions of any current and enforceable authorization granted by the Federal Aviation Administration.

MANHATTAN BEACH

Chapter 3.70 - UNMANNED AIRCRAFT SYSTEMS.

3.70.010 - Definitions.

For purposes of this Chapter:

"Civil UAS" shall mean an unmanned aircraft or unmanned aircraft system operated by any person for any purposes other than strictly hobby or recreational purposes, including, but not limited to, commercial purposes or in furtherance of, or incidental to, any business or media service or agency.

"Model aircraft" shall mean an unmanned aircraft or unmanned aircraft system operated by any person strictly for hobby or recreational purposes.

"Person" shall have the same meaning as set forth in Section 1.08.130 of this Code.

"Public UAS" shall mean an unmanned aircraft or unmanned aircraft system operated by any public agency for government related purposes.

"Unmanned aircraft" shall mean an aircraft, including, but not limited to, an aircraft commonly known as a drone, that is operated without the possibility of direct human intervention from within or on the aircraft.

"Unmanned aircraft system" shall mean an unmanned aircraft and associated elements, including, but not limited to, any communication links and components that control the unmanned aircraft.

(§ 1, Ord. 16-0002, eff. March 3, 2016)

3.70.020 - Operation of model aircraft and unmanned aircraft systems.

A. The following shall apply to the operation of any model aircraft within the City.

1. No person shall operate any model aircraft within the City and within five (5) miles of an airport without the prior express authorization of the airport air traffic control tower.
2. No person shall operate any model aircraft within the City in a manner that interferes with manned aircraft, and shall always give way to any manned aircraft.
3. No person shall operate any model aircraft within the City beyond the visual line of sight of the person operating the model aircraft. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses, contact lenses or surgery) to observe the model aircraft. Persons other than the operator may not be used in lieu of the operator for maintaining visual line of sight. Visual line of sight means that the operator has an unobstructed view of the model aircraft. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from the model, do not constitute the visual line of sight of the person operating the model aircraft.
4. No person shall operate any model aircraft within the City other than during daylight hours defined as between official sunrise and official sunset for local time.
5. No person shall operate any model aircraft within the City more than four hundred feet (400') above the earth's surface.
6. Excluding takeoff and landing, no person shall operate any model aircraft within the City closer than twenty-five (25) feet to any individual, except the operator or the operator's helper(s).

B. The following shall apply to the operation of any model aircraft or civil UAS within the City:

1. No person shall operate any model aircraft or civil UAS within the City in a manner that is prohibited by any federal statute or regulation governing aeronautics.

MANHATTAN BEACH

2. No person shall operate any model aircraft or civil UAS within the City in violation of any temporary flight restriction (TFR) or notice to airmen (NOTAM) issued by the Federal Aviation Administration.
 3. No person shall operate any model aircraft or civil UAS within the City in a careless or reckless manner so as to endanger the life or property of another. The standard for what constitutes careless and reckless operation under this Section shall be the same as the standard set forth in any federal statutes or regulations governing aeronautics including but not limited to Federal Aviation Rule 91.13.
 4. No person shall operate any model aircraft or civil UAS which contains, or has affixed or attached to it, a weapon, gun, firearm, handgun, rifle, bb device, assault weapon, bomb, grenade, rocket, rocket-propelled projectile, any device or container assembled for the purpose of causing an explosion, or any other weapon.
- C. It shall be unlawful for any person to violate or fail to comply with this Section. Any person violating the provisions of this Section shall be guilty of a misdemeanor.
- D. This Section shall not apply to any public UAS operated pursuant to, and in compliance with, the terms and conditions of any current and enforceable authorization granted by the Federal Aviation Administration.

(§ 1, Ord. 16-0002, eff. March 3, 2016)

3.70.030 - Prohibition against using an unmanned aircraft to record or transmit visual or audio recordings.

- A. No person shall use an unmanned aircraft to record or transmit any visual image or audio recording of any person or private real property located in the City under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy (including, but not limited to, inside a private residence or office, and inside an enclosed yard).
- B. This Section shall not prohibit the use of any model aircraft, which is flown in compliance with section 336 of the FAA Modernization and Reform Act of 2012 and which does not transmit or record visual images or audio recordings of any person or real property located in the City.
- C. This Section shall not prohibit the use of any unmanned aircraft by law enforcement or public safety agencies:
1. If a warrant is issued authorizing the use of an unmanned aircraft; or
 2. For the purpose of providing emergency management, fire, or police protection services in response to a life threatening emergency, or for surveying the condition of persons or property during a duly declared state of emergency; or
 3. Under circumstances where a warrant would not otherwise be required by law.

(§ 1, Ord. 16-0002, eff. March 3, 2016)

Napa, California Municipal Code

CITY OF NAPA MUNICIPAL CODE

Title 12 STREETS, SIDEWALKS AND PUBLIC PLACES

Chapter 12.36 PARK AND RECREATION AREA USE REGULATIONS

12.36.130 Operation of models.

A. No person shall fly motorized model airplanes or operate motorized model boats or motorized model automobiles or motorized model craft of any kind or description on land or water owned, managed, controlled or operated as a city park, playground, tot lot or other park or playground facility, except in areas set aside for those specific activities and with authorization and permit issued by the Director of Community Resources.

B. The Director of Community Resources shall be authorized to develop conditions of use or rules for the safe and orderly operation of models in those areas so designated. The Director of Community Resources shall have the right to prohibit violators of any rules established by the Director from operating any models on city maintained parks or facilities.

C. Hours for operation of gas powered models shall be from 9:00 a.m. to 5:00 p.m. Monday through Saturday, 12:00 noon to 4:00 p.m. Sunday or as posted by the Director of Community Resources. (O93 022)

Contact:

City Clerk: 707-257-9503

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SEC. 7-301. PROHIBITED ACTIVITIES.

The following activities are prohibited at Ormond Beach:

(A) To bring, walk (whether leashed or unleashed), ride or release any domesticated animal including but not limited to cats, dogs, horses and pigs. This limitation shall not apply to a leashed dog being used as a service animal under the Americans with Disabilities Act.

(B) To bring or release any non-domesticated or exotic animal. This prohibition shall not apply to the legally permitted release of rehabilitated wildlife, subject to the permission of the property owners.

(C) To go within or interfere with any protected habitat area as designated by fencing, signage, or other method.

(D) To alter or remove any sand dune, plants or vegetation unless the activity is carried out pursuant to a validly issued permit and applicable legal requirements.

(E) To camp as defined below:

(1) CAMP - means one or more of the following activities: pitching or occupying camp facilities; or the use of camp paraphernalia. These activities constitute camping when it reasonably appears, in considering all the circumstances, that the individual, in conducting these activities, is in fact using the area as a living accommodation, regardless of the intent of the individual or the nature of any other activities in which they may be engaging.

(2) "Camp facilities" include, but are not limited to, tents, huts, temporary shelters, or other similar facilities.

(3) "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, mattresses, sleeping bags, hammocks, cookware, cooking equipment, kitchen utensils, or other similar equipment.

(F) To make or kindle a fire for any purpose.

(G) To operate any motorized vehicle. This prohibition shall include and apply to remotely operated vehicles such as airplanes, helicopters, cars and drones. This prohibition shall not apply to public safety vehicles (including Coast Guard vehicles), military aerial vehicles, or vehicles used as part of a permitted program or operation to protect natural resources.

(H) To launch or fly a kite, kite board, or glider.

(Ord. No. 2906)

Pacific Grove Municipal Code

11.72.010 Launch or landing prohibited.

It is unlawful for any person to launch or land an aircraft, including a helicopter, drone, or other unmanned aircraft, without a permit. [Ord. 17-025 § 2, 2017; Ord. 1511 N.S. § 1, 1986].

11.72.020 Exceptions.

This chapter shall not apply if the following exceptions exist:

- (a) A permit is issued by the city manager, or their designee;
- (b) The landing of an emergency aircraft is authorized by the chief of police, or their designee. [Ord. 17-025 § 2, 2017].

PASADENA

Chapter 9.45 - UNMANNED AIRCRAFT SYSTEMS

9.45.010 - Short title.

This chapter shall be known as "the drone ordinance" and serves as the city's regulation over unmanned aircraft systems.

(Ord. No. 7303, § 1, 5-22-2017)

9.45.020 - Definitions.

For the purpose of this chapter, certain words and phrases are defined in this section, unless it is apparent from the context that a different meaning is intended:

- A. "Drone" means any unmanned aircraft or unmanned aircraft system that can fly under the control of a remote pilot or by global positioning system guided autopilot mechanism.
- B. "Filming permit" shall mean a filming permit issued through section 17.61.090 of this code.
- C. "Person" shall mean any individual, partnership, corporation, or joint venture.
- D. "Special event" shall mean any of the following: (1) any event, parade, exposition, fair or procession staged in or upon public places or sidewalks for which city services are required because of interference with normal vehicular traffic, pedestrian traffic or which will reasonably be expected to generate an extraordinary need for sanitation or other city services; (2) any event which has received a permit pursuant to Chapter 3.20 of this code; or (3) any sporting contest, any theatrical or musical performance or any exhibition held in any stadium, auditorium, sports area, playing field, theater, amphitheater, race track, skating rink or similar place pursuant to a valid license agreement, contract or permit which reserves said place for the event.

(Ord. No. 7303, § 1, 5-22-2017)

9.45.030 - Prohibitions.

Unless otherwise permitted under this chapter, persons are prohibited from taking off, operating, or landing a drone in any airspace or area within or over the following areas of the city:

- A. Flights over public streets and sidewalks, where a drone is operated in a careless or reckless manner so as to endanger the life or property of another, as these terms may be used by applicable Federal Aviation Administration regulations, including, but not limited to, 14 CFR Sections 91.13 and/or 107.23;
- B. Special event or filming permit locations (during the time period of the special event or filming permit), unless the property owner, event/permit applicant, and police department air operations section have all provided their approval to the special events office, in writing; or
- C. Glenarm Power Plant, police and fire stations, city hall, the city yards, water storage and electric transmission facilities, transit operations facilities, and light rail lines, facilities, and stations.

(Ord. No. 7303, § 1, 5-22-2017)

9.45.040 - Exemptions.

This chapter shall not apply to the use of a drone as follows:

- A. By any law enforcement agency for lawful purposes and in a lawful manner.

PASADENA

- B. By the city or city-contracted agent/agency engaging in city business, including, but not limited to, surveying and mapping property, inspecting infrastructure, monitoring traffic, and recording local events.

(Ord. No. 7303, § 1, 5-22-2017)

9.45.050 - Violation—Penalty.

It is unlawful for any person to violate or fail to comply with this chapter. Any person violating the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished as provided in Chapter 1.24 of this code.

(Ord. No. 7303, § 1, 5-22-2017)

Chapter 8.98

DRONE OPERATIONS DURING PERIODS OF EMERGENCY RESPONSE

Sections:

8.98.010 Purpose.

8.98.020 Definitions.

8.98.030 Geographical zones of activity.

8.98.040 Prohibited activity.

8.98.050 Civil liability for enforcement services.

8.98.060 Reimbursement for costs of enforcement services.

8.98.070 Violations.

8.98.080 Reservation of legal options.

8.98.010 Purpose.

The purpose of this chapter is to prohibit persons from launching into flight, operating, and landing following flight, drones (as defined herein) during such times that the City of Poway is experiencing an emergency response, as defined herein. (Ord. 780 § 1, 2015)

8.98.020 Definitions.

As used in this chapter:

A. "Director" is defined as the Director of Safety Services, or such person designated by the City Manager or Director of Safety Services to act in the capacity of Director.

B. "Drone" is defined as an unmanned aircraft system, or an unmanned aerial vehicle, also known as remotely piloted aerial systems, used for either recreational or commercial purposes; which carries a payload consisting of one or more cameras for still pictures, video recording, or video streaming purposes; which may be a fully-automated flying vehicle or in a communication link and responsive to operator control and direction; and is carrying its own source of power; and is in communication with the operator by way of external control, remote systems. For the purposes of this chapter any drone

operated by local, State or Federal law enforcement or emergency response personnel while acting in their official capacities shall not be included in this definition.

C. "Emergency response" means situations where a City, County, State, or Federal governmental agency, or any combination thereof, has initiated fire, paramedic, ambulance, or law enforcement services in response to an existing or threatened incident located within the City or within two miles of the City limits, involving a wildfire, structure fire, flooding, seismic activity, accident, or criminal activity, which could require the use of airplanes, helicopters, or drones to provide assessment of conditions or actual emergency services to aid victims, transport persons or animals, suppress fires, or investigate or intervene in criminal activity.

D. "Enforcement officer" means any officer or employee of the City, and any law enforcement officer employed by the San Diego County Sheriff's office, with the authority to enforce the Poway Municipal Code, including but not limited to a code compliance officer, inspector, deputy sheriff, and the Fire Marshal.

E. "Exempt drones" are defined as those drones owned or operated by (1) any local, State, or Federal agency while acting in their official capacities; and (2) any public utility as defined in this chapter, but only when used to assess and inspect the public utility's facilities during a period of emergency response and with the consent of the Director.

F. "Land" or "landing" means the controlled or uncontrolled return of a drone to the ground or to any structure, vehicle, or person located on the earth's surface. For the purpose of this definition a person is located on the earth's surface regardless of whether the person is in actual physical contact with the earth at the time of landing.

G. "Launch" means to set forth a drone into flight.

H. "Operation," for the purposes of this chapter, includes, but is not limited to, controlling a drone before, during, or after its flight into airspace. "Operation" can include active control of a drone in flight, controlling the flight of a drone based on pre-programmed instructions, or altering a pre-programmed flight of a drone, all handled remotely from the ground.

I. "Public utility" is defined as any gas corporation, electrical corporation, telephone corporation, telegraph corporation, water corporation, and sewer system corporation, each as defined in the Public Utilities Act of the State of California (Part 1 of Division 1 of the California Public Utilities Code, Section 201 et seq.).

J. "Quadrant" shall mean one of the four geographical zones in the City of Poway identified in PMC 8.98.030, each based upon public streets. Where a street that identifies a portion of a boundary of a quadrant terminates, its definition shall include all such property that would be included within the quadrant if the streets had extended in prolongations to the City limits.

K. "Restricted" shall mean that certain drone activity is temporarily prohibited by this chapter. (Ord. 780 § 1, 2015)

8.98.030 Geographical zones of activity.

For the purposes of this chapter, during those periods of emergency response designated by the Director, the City shall be divided into four quadrants as follows:

A. Quadrant A: the northern portion of the City bounded by Espola Road and Green Valley Truck Trail to the south.

B. Quadrant B: the eastern portion of the City bounded by the east- and west-bound portions of Green Valley Truck Trail to the north, the north- and south-bound portions of Espola Road and Poway Road to the west, and Garden Road and Sycamore Canyon Road to the south.

C. Quadrant C: the southern portion of the City bounded by Poway Road and Garden Road to the north and Sycamore Canyon Road to the east.

D. Quadrant D: the western portion of the City bounded by Poway Road to the south, the north- and south-bound portions of Poway Road and Espola Road to the east, and the east- and west-bound portions of Espola Road to the north. (Ord. 780 § 1, 2015)

8.98.040 Prohibited activity.

No person shall launch, land, or operate a drone while that person is located in any quadrant identified by the Director as a restricted quadrant during any period of emergency response. The Director may identify one or more, including all, quadrants as restricted during any emergency response. This prohibition shall not apply to the operator of any exempt drone. (Ord. 780 § 1, 2015)

8.98.050 Civil liability for enforcement services.

Whenever a person launches, operates, or lands a drone in a restricted quadrant and a peace officer or code enforcement officer is called to the scene, the person or persons having control of the drone shall be liable for the cost of providing enforcement services during the response by enforcement officers, and any follow-up response by enforcement officers. (Ord. 780 § 1, 2015)

8.98.060 Reimbursement for costs of enforcement services.

The actual cost of enforcement services described in PMC 8.98.050 shall be deemed a debt owed to the City, and if not paid, may be recoverable in a civil action, and shall be recoverable in a civil action, including reasonable attorneys' fees and costs. (Ord. 780 § 1, 2015)

8.98.070 Violations.

A violation of any provision of this chapter or a failure to comply with any mandatory requirement of this chapter is subject to prosecution in accordance with Chapter 1.08 PMC and may be enforced through injunctive relief. Penalties for violation of the provisions of this chapter may result in a misdemeanor citation, punishable by a maximum of six months in jail and a \$1,000 fine. In addition to any other remedies found in this code any person found to violate this chapter shall be subject to civil penalties in the amount of \$1,000 for each and every offense. (Ord. 780 § 1, 2015)

8.98.080 Reservation of legal options.

The City of Poway does not waive its right to seek reimbursement for actual costs of enforcement services through other legal remedies or procedures. The procedure provided for in this chapter is in addition to any other statute, ordinance or law, civil or criminal. This chapter in no way limits the authority of peace officers or private citizens to make arrests for any criminal offense arising out of conduct regulated by this chapter. (Ord. 780 § 1, 2015)

The Poway Municipal Code is current through Ordinance 858, passed December 6, 2022.

Disclaimer: The city clerk's office has the official version of the Poway Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.poway.org/>

City Telephone: (858) 668-4530

Code Publishing Company

12.16.040 - Motorized or radio-controlled models.

No person shall operate any motorized or radio-controlled model in a park except in areas designated for such use, or upon written authorization from the city manager or the city manager's designee. In deciding whether to grant such authorization, the city manager or the city manager's designee shall consider time of day, relative crowding of the area requested, factors of public safety, availability of areas approved for such activities, and any other factor relevant to the welfare of those utilizing park or recreational facilities.

(Ord. 181 § 1 (part), 1984)

Chapter 11.46 - UNMANNED AIRCRAFT SYSTEMS (DRONES)

11.46.010 - Operating an unmanned aircraft system.

For the purpose of this section:

- (1) "Unmanned aircraft" is an aircraft, including but not limited to, an aircraft commonly known as a drone that is operated without possibility of direct human intervention from within or on the aircraft.
- (2) "Unmanned aircraft system" (UAS) is an unmanned aircraft and associated elements, including, but not limited to, any communication links and components that control the unmanned aircraft that carries an apparatus that captures still (photographs) or moving images (videos) or any other payload.
 - (A) Every UAS weighing between .55 lbs and 55 lbs, and operating in the City shall be registered in accordance with the FAA Part 107 Registration requirements. UAS operators who do not register their UAS in accordance with the FAA Part 107 Registration requirements are in violation of this section, and are subject to all applicable legal penalties enforced by the FAA.
 - (B) Every UAS that weighs over .55lbs, and operates in the City shall have the assigned FAA registration numbers affixed to the UAS as required by the FAA.
 - (C) No person shall operate a UAS to record or transmit any visual image or audio record of any person or private real property located in the City under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy or without their permission (including but not limited to, inside a private residence or office, inside an enclosed yard, rooftops, backyards and exterior decks),,
 - (D) No person shall operate a UAS within the City outside of daylight hours (between official local times from sunrise and sunset), no more than 400 feet above ground level and no faster than 20 mph.
 - (E) No person shall operate any UAS in the City beyond the visual line of sight of the person operating the UAS. The operator must use his or her own natural vision to observe the UAS. Visual line of sight means that the operator has an unobstructed view of the UAS. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from the UAS, do not constitute the visual line of sight of the person operating the UAS.
 - (F)

No person shall operate the UAS within the City closer than 25 feet to any human being, except the operator and except during takeoff and landing.

- (G) No person shall operate a UAS while under the influence of alcohol or any other drugs, intoxicating compound or any combination thereof.
- (H) No person shall operate a UAS in a careless or reckless manner that would jeopardize the public.
- (I) No person shall operate a UAS that is equipped with hazardous materials or any weapons or items that may be considered to be weapons.
- (J) No person shall operate a UAS in violation of any temporary flight restriction or "Notice to Airmen" (NOTAM) issued by the Federal Aviation Administration (FAA).
- (K) No person shall operate a UAS in the path of any manned aircraft.
- (L) Operators may use a UAS to exercise their First Amendment right to observe and record governmental activities; however, no person shall operate a UAS in a manner that directly interferes with police activities, firefighting or emergency response activities that would jeopardize the integrity of such public safety activities.
- (M) This section shall not prohibit the use of any model aircraft as described in Section 336 of the FAA Modernization and Reform Act of 2012 and which does not transmit or record visual images or audio recordings of any person or real property located in the City.
- (N) This section shall not prohibit the use of any UAS by law enforcement or public safety agencies, provided that the law enforcement or public safety agency has a current Certificate of Authorization (COA) from the FAA to operate within the airspace of the City.
- (O) Any operator of a UAS who violates this section is subject to fines and confiscation of the UAS by the Richmond Police Department.

(Ord. No. 7-17 N.S., § 1, 4-18-2017, eff. 5-18-2017)

9.08.090 - Games; restrictions.

No person shall play or engage in model airplane flying, drones, unmanned aircraft systems, model rockets, driving of golf balls, archery, or any game of a hazardous nature within a park, except at such place as shall be especially set apart and authorized for such purpose.

(Ord. 7362 § 2, 2017; Ord. 6526 § 2, 2000; Prior code § 25.9)

9.08.120 - Facility reservation application and permit.

A. *Reservations for activities in parks and park facilities.* The Parks, Recreation and Community Services Director or designee shall be responsible for scheduling and controlling the use of parks and park facilities, or portions thereof, for the benefit and participation by interested public and private persons and groups. Any person 18 years or older desiring to reserve any athletic field, tennis court, swimming pool, picnic facility, open space area or other park facility, shall apply for a permit. Such application shall be in writing, giving the name of the facility, the proposed use, the date of its proposed use, and the person to whom the permit is to be granted. The person or group to whom the permit is to be granted shall abide by the policies and procedures of that facility. Any person not having a facility reservation permit for the use of a park facility shall surrender or turn over possession of said recreational facility to an individual or group in possession of a facility reservation permit for the use issued by the Parks, Recreation and Community Services Director of said facility. It shall be unlawful for any person not having a permit issued by the Parks, Recreation and Community Services Director to refuse or fail to surrender the use of any recreational facility, regardless of whether the facility is reserved for use.

1. *Activity requiring facility reservation application.* The following activities on park property shall require a facility reservation application.
 - a. An event, that is held on a regular/re-occurring basis (i.e. weekly, bi-weekly or monthly) involving more than 50 individuals per day.
 - b. The commercial sale of any good or service merchandise or article or thing;
 - c. The sale or service of alcohol;
 - d. Advertising or commercial activities;
 - e. Activities involving use of more than one park;
 - f. Creation or emission of any amplified sound, except from a radio, recorder or other device possessed and used by an individual for his/her own enjoyment and operated in such a manner so as not to interfere with the use and enjoyment of another person;
 - g. Stationing or erecting any building, bandstand, stage, tower, tent, canopy, scaffold, sound stage, platform, rostrum or other structure;

- h. Use of any electrical or electronic device or equipment requiring outdoor auxiliary power;
 - i. Bringing, landing or causing to ascend or descend or alight within the park district, any airplane, helicopter, flying machine, drone, unmanned aircraft system, balloon, parachute or other apparatus for aviation;
 - j. Use of mechanical rides (which may be permitted only on hard surfaces);
 - k. Conducting any exhibit, music or dramatic performance, fair, circus, concert, play, radio or television broadcast, other than a news transmission;
 - l. Exhibiting or displaying any motion picture, television program, light or laser light display, or similar event;
 - m. Operating a vehicle, except upon a surface maintained and open to the public for purposes of vehicular travel or designated as temporary parking areas publicly;
 - n. Displaying, posting or distributing any placard, handbill, pamphlet, circular, book or other writing containing commercial advertising on park property; or
 - o. Bring onto park property a tame, non-domestic supervised and controlled or restrained animal for limited non-commercial or promotional purposes except for the specific animals under the specific conditions provided for in Section 9.08.030 of this chapter.
- B. *Exemptions from facility reservation permit.* A facility reservation permit shall not be required under this chapter for the below-listed activities:
- 1. Activities conducted by a government agency within the scope of its authority.
 - 2. Funeral processions by a licensed mortuary.
 - 3. An exempted activity is required to comply with the general regulations governing public health and safety.
- C. *Procedures for review.*
- 1. *Review and appeal.* An applicant for a facility reservation permit has the right to appeal the following:
 - a. The denial of a permit;
 - b. A permit condition;
 - c. The denial of a waiver of a certificate of insurance;
 - d. A determination that an applicant's insurance policy does not comply with the requirements specified in this chapter;
 - e. The requirement or amount of a cleanup deposit specified in this chapter; or
 - f.

The retention of an applicant's cleanup deposit (in full or in part) because of assessed damages or a fine pursuant to this chapter.

Within five working days of the service of notice of determination on any of the above listed items, an applicant may file a written appeal from such determination with the City Manager. The City Manager shall have five working days from the date on which the appeal was received in which to serve upon the applicant a notice that they have affirmed, modified or reversed the decision. Such notice shall be deeded served upon the applicant when it is personally delivered or when is it sent by United States mail, with proper postage prepaid, to the name and address set forth on the application for permit. If such notice is not served upon the applicant within five working days of the date upon which the appeal was filed, then the decision of the Parks, Recreation and Community Services Director shall be deemed reversed.

- D. *Form of appeal.* Any appeal filed pursuant to this chapter shall state succinctly the grounds upon which it is asserted that the determination should be modified or reversed and shall be accompanied by copies of the application for permit, the written notice of the determination of the Parks, Recreation and Community Services Department and any other papers that are material to the determination.
- E. *Other provisions of law.* The procedures or requirements of this chapter shall not affect or supersede the provisions of law or the issuance of fireworks, structural, electrical or other permits by City departments prescribed elsewhere in this Code, when such permits are otherwise required because of a particular condition or requirement of the event on park property.
- F. *Reservation procedure.* Groups desiring to use City parks, park facilities, or portions thereof, may request the Parks, Recreation and Community Services Director or his designee to reserve the same for such use. Persons or groups from within the City shall be given priority over persons or groups from outside the City if a conflict in scheduling arises. Requests for such use shall be submitted in writing to the City on the facility reservation application approved by the Parks, Recreation and Community Services Director not less than ten working days in advance and not more than 18 months of the intended use. The Parks, Recreation and Community Services Director may permit a shorter or longer advance request time for good cause shown. The facility reservation application is available at the Parks, Recreation and Community Services Department Office. Upon the written approval by the Parks, and Recreation and Community Services Director of his designee, the applicant must pay such fees as approved by ordinance or resolution of the City, not less than ten working days in advance of the intended use. If the Parks, Recreation and Community Services Director is not satisfied as to the reasonableness of the proposed activity in relation to the use of the park by

other persons, or as the effect such use might have upon the peace of the neighborhood, or if the Parks, Recreation and Community Services Director is unable to agree with the applicant as to the conditions to be imposed, the request for a reservation shall be processed as a special event permit.

G. *Permit conditions.* The Parks, Recreation and Community Services Director may condition the issuance of a park event permit by imposing reasonable requirements which are necessary to protect the safety of persons and property, and to provide for adequate control of traffic. These may include conditions concerning:

1. Alteration of the date, time, route or location of the event proposed on the application;
2. Requirements for the area of assembly and disbanding of events;
3. Provision of first aid, sanitary or emergency facilities;
4. Requirements for event monitors or other method for providing notice of permit conditions to event participants;
5. Restrictions on the number or type of vehicles or animals at the event;
6. Restrictions on the number and type of structures at the event and inspection and approval of the structures by fire safety by the Riverside Fire Department;
7. Compliance with animal protection ordinances and laws;
8. Requirements for use of garbage containers, cleanup and restoration of park property;
9. Restrictions on use of amplified sound;
10. Compliance with any relevant ordinance or law in obtaining any other legally required permit or license in addition to a park event permit; and
11. Security guards and/or plan.
12. Compliance with County Health requirements and regulations.

H. *Insurance.* The Parks, Recreation and Community Services Director may also require the applicant to provide such additional liability insurance, water, sanitary facilities and refuse receptacles as the Parks, Recreation and Community Services Director determines to be necessary for the protection of public health, safety, and welfare in connection with the intended use.

I. *Fees and deposits.* Fees and deposits required in respect to reservation permits may include, without limitation, such amounts as may be determined by ordinance or resolution of the City, to be necessary to compensate the City, for the administrative costs associated with the permit, as security for repair of damage to the park or to park facilities, for costs of cleanup, and for extra personnel to regulate conduct and traffic.

J. *Clean-up and repair expenses.* The Facility Reservation application form shall provide that the applicant shall reimburse the City for all unusual or extraordinary cleanup and repair expenses and for services provided by the City arising out of the activity authorized by the

permit.

- K. *Written denials.* With the exception of facility reservations for field allocation (i.e., baseball, softball, soccer), if no written denial or conditional approval is issued within 60 working days of the date on which a permit application is fully completed, executed and filed with the City, the application shall be deemed to have been granted a conditional approval pursuant to subsection B above. Provided, however, the Parks, Recreation and Community Services Director may extend the period of review for an additional ten working days by issuance of a written notice of extension. If, prior to the expiration of the extended review period, no written denial is issued, the application for permit shall be deemed to have been granted a conditional approval pursuant to subsection B above.

For facility reservations for field allocation, the Parks, Recreation and Community Services Director or his/her designee shall have information regarding the field allocation application and process at the Parks, Recreation and Community Services Department Office.

1. *Notice of extended review or denial or issuance of permit.* Written notice of denial or notice of extension shall be served on the applicant by personal delivery, e-mail, or by deposit in United States mail, with proper postage prepaid, to the name and address set forth on the application for permit.
2. *Contents of notice; grounds for denial.* Notice of denial of an application for a park event permit shall clearly set forth the grounds upon which the permit was denied and, where feasible, shall contain a proposal by the Park and Recreation Director, or his/her designee, for measures by which the applicant may cure and defects in the application for a park event permit or otherwise procure a park event permit. Where an application or permit has been denied because a fully executed prior application for the same time and place has been received, and a permit has been or will be granted to the prior applicant authorizing uses or activities which do not reasonable permit multiple occupancy of the particular area, the Park and Recreation Director shall propose an alternative place, if available for the same time, or an alternative time, if available for the same place. The Park and Recreation Director may deny an application for a park event permit if the applicant or the person on whose behalf the application for permit was made has on prior occasions made material misrepresentations regarding the nature or scope of an event or activity previously permitted or has violated the terms of prior permits issued to or on behalf of the applicant. The Park and Recreation Director may also deny an application for permit on any of the following grounds:
 - a. The application for permit (including any required attachments and submissions) is not fully completed and executed;
 - b.

The applicant has not tendered the required application fee with the application or has not tendered any required user fee, indemnification agreement, insurance certificate, or cleanup deposit within the times required under this chapter;

- c. The application for permit contains a material falsehood or misrepresentation;
- d. The applicant is legally incompetent to contract or to sue and be sued;
- e. The applicant or the person on whose behalf the application for permit was made has on prior occasions damaged park property and has not paid in full for such damage, or has other outstanding and unpaid debts to the Park and Recreation Department;
- f. A fully executed prior application for permit for the same time and place has been received, and a permit has been or will be granted to a prior applicant authorizing uses or activities which do not reasonably permit multiple occupancy of the particular park or part hereof;
- g. The use or activity intended by the applicant would conflict with previously planned programs organized and conducted by the City and previously scheduled for the same time and place;
- h. The use or activity intended by the applicant would present an unreasonable danger to the health or safety of the applicant, or other users of the park, or City employees or the public;
- i. The applicant has not complied or cannot comply with applicable licensure requirements, ordinances or regulations of the City concerning the sale or offering for sale of any goods or services; or
- j. The use or activity intended by the applicant is prohibited by law, including but not limited to the Riverside Municipal Code and the rules and regulations of the Park and Recreation Department.

L. *Amendment or revision of applications.* Any amendment or revision of an application for permit shall for purposes of determining the priority of the application for permit, relate back to the original filing thereof. However, the time in which the Park and Recreation Director shall grant or deny the application for permit and serve notice of such granting or denial shall be computed from the date of the amendment or revision.

(Ord. 7362 § 2, 2017; Ord. 7244 § 13, 2014; Ord. 6526 § 2, 2000; Ord. 3403 § 1, 1966; prior code § 25.12)

Chapter 8.82 - UNMANNED AIRCRAFT SYSTEMS

8.82.010 - Purpose and Intent.

The operation of unmanned aircraft ("UA") systems, commonly known as drones, can at times pose significant hazards to full-scale aircraft in flight and to persons and property on the ground. Imposing community-based safety requirements and restrictions on the operation of UAs that does not preempt federal aviation rules or authority, nor state law, is necessary to mitigate such risks and to protect the public from the hazards associated with the operation of UAs.

(Ord. No. 1641, § 3, 5-2-2017)

8.82.020 - Definitions.

The following words, terms, and phrases when used in this chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a differing meaning:

Drone refers to any unmanned aircraft ("UA").

FAA means the Federal Aviation Administration.

Operate means the actions taken by an operator of the UA. Any use of the term refers only to the actions of an operator on the ground and is not intended to regulate an unmanned aircraft flying in navigable airspace.

Person means any individual, partnership, corporation, or joint venture.

Public Drone or *Public UA* means a UA that is used or operated on behalf of any government agency that meets the qualifications as defined in Section 40102 of Title 49 of the United States Code to operate a public aircraft.

Unmanned Aircraft (UA) means an aircraft without a human pilot onboard, that is controlled from an operator on the ground, and operates without the possibility of direct human intervention from within, or on, the aircraft.

Visual Line of Sight means that the operator has an unobstructed view of the UA. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the UA. People other than the operator may not be used in lieu of the operator for maintaining visual line of sight. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from the UA do not constitute visual line of sight of the operator.

(Ord. No. 1641, § 3, 5-2-2017)

8.82.030 - Prohibited Operations for UA.

- A.No person shall takeoff, land, or operate a UA outside of their visual-line-of-sight.
- B.No person shall takeoff, land, or operate a UA within 25 feet of another individual, except the operator or the operator's designee.
- C.No person shall takeoff, land, or operate a UA on or over private property without the written or electronic consent of the property owner, if the property owner is a person other than the UA operator. When consent to operate a UA is required to takeoff, land, or operate a UA on or over private property, UA operators must have on their possession a copy of the written or electronic consent from the owner of the property, or properties, over which they takeoff, land, or operate a UA.
- D.No person shall takeoff, land, or operate a UA over City-permitted events open to the public, unless granted written or electronic permission by the City. UA operators must have on their possession a copy of the written or electronic consent from the City while they takeoff, land, or operate a UA over City-permitted events open to the public.
- E.No person shall takeoff, land, or operate a UA within 1,500 horizontal feet of any aircraft, including any UA, operated by a public entity.
- F.No person shall takeoff, land, or operate a UA that has any type of weapon, or other device designed for inflicting bodily harm or physical damage, attached to it.
- G.No person shall takeoff, land, or operate a UA within a "no fly zone" that has been established by the City as outlined in Section 8.82.050, Reasonable Time, Place, Manner of this chapter.
- H.No person shall takeoff, land, or operate a UA between 30 minutes before the official sunset time and the official sunrise time.

(Ord. No. 1641, § 3, 5-2-2017)

8.82.040 - No Reckless Operation.

No person shall takeoff, land, or operate a UA so as to endanger or create substantial risk of serious injury for any person or property.

(Ord. No. 1641, § 3, 5-2-2017)

8.82.050 - Reasonable Time, Place, Manner.

- A.No person shall takeoff, land, or operate a UA within 500 feet of any emergency vehicle that is operating with lights and/or sirens.

- B.No person shall takeoff, land, or operate a UA within 500 feet of any active law enforcement or emergency response incident.
- C.No person shall takeoff, land, or operate a UA in violation of any Temporary Flight Restriction or Notice to Airmen issued by the FAA.
- D.No person shall takeoff, land, or operate a UA within 500 feet of a school facility without prior notification and authorization of school officials. When authorization to operate a UA is required to takeoff, land, or operate a UA on or over a school facility, UA operators must have on their possession a copy of the written or electronic authorization from the school's administration while they takeoff, land, or operate a UA within 500 feet of the school.
- E.No person shall takeoff, land, or operate a UA within 500 feet of any county or city owned jails, holding facilities, law enforcement facility, or within 500 feet of any designated publicly owned building chosen by the city. The designation of publicly-owned buildings applicable to this subsection shall be at the discretion of the City Manager. The addresses of all properties described in this subsection shall be available for viewing by the public at the City Clerk's Office and listed on the City of San Clemente website, on a page dedicated to information related to UA, or "drone," operations and requirements.

(Ord. No. 1641, § 3, 5-2-2017)

8.82.060 - Exemption.

This chapter shall not apply to any Public UA.

(Ord. No. 1641, § 3, 5-2-2017)

SEC. 3.09. AIRPLANES, HELICOPTERS, HOT AIR BALLOONS, ETC. PROHIBITED.

No person shall launch nor land any airplane, helicopter, parachute, hang glider, hot air balloon, nor any other machine or apparatus of aviation in any park, nor shall any person bring into any park any balloon with a diameter of more than six feet or a gas capacity of more than 115 cubic feet, without permission of the Recreation and Park Department. This Section shall not be applicable to a helicopter being used to transport persons or supplies because of an emergency situation.

(Added by Ord. 603-81, App. 12/18/81)

Title 9: Public Peace and Safety

Chapter 9.30 Drones, Unpiloted Aircraft and Model Aircraft

9.30.010 Purpose and Findings.

The operation of unpiloted aircraft such as model aircraft and civil unpiloted aircraft systems ("UASs"), commonly known as drones, can at times pose a hazard to full-scale aircraft in flight and to persons and property on the ground. Imposing community-based safety requirements on the operation of model aircraft and imposing restrictions on the operation of both model aircraft and civil UASs consistent with Federal Aviation Rules and state law is necessary to mitigate such risks and to protect the public from the hazards associated with the operation of unpiloted aircraft.

(Ord. 16-974 § 1, 2016)

9.30.020 Definitions.

The following words, phrases and terms as used in this chapter shall have the meanings indicated as follows:

1. "Unpiloted aircraft" shall mean an aircraft, including, but not limited to, an aircraft commonly known as a drone, that is operated without the possibility of direct human intervention from within or on the aircraft (and shall mean the equivalent of "unmanned aircraft" as that term is used in federal and state law and regulations).
2. "Unpiloted aircraft system" shall mean an unpiloted aircraft and associated elements, including, but not limited to, any communication links and components that control the unpiloted aircraft (and shall mean the equivalent of "unmanned aircraft system" as that term is used in federal and state law and regulations).
3. "Person" shall mean any individual, partnership, corporation, or joint-venture.
4. "Model aircraft" shall mean an unpiloted aircraft or unpiloted aircraft system operated by any person strictly for hobby or recreational purposes.
5. "Civil UAS" shall mean an unpiloted aircraft or unpiloted aircraft system operated by any person for any purposes other than strictly hobby or recreational purposes, including, but not limited to, commercial purposes or in furtherance of, or incidental to, any business or media service or agency.
6. "Public UAS" shall mean an unpiloted aircraft or unpiloted aircraft system operated by any public agency for government related purposes.

(Ord. 16-974 § 1, 2016)

9.30.030 Operating Permit and Registration Required.

- a. *Generally.* An operating permit shall be required for every unpiloted aircraft and unpiloted aircraft system operated in the city. No person shall operate an unpiloted aircraft or unpiloted aircraft system in the city without first obtaining a permit for the unpiloted aircraft or unpiloted aircraft system and obtaining an identification number assigned by the city.
- b. *Applications.* An application for a UAS operating permit shall be on a form provided by the city and show:
 1. Name and phone number of the operator;
 2. Make, model and serial or N-number of UAS to be registered;
 3. A description of proposed flight activity, including whether filming, taking of visual images and/or sound recording will occur;
 4. Signature of operator.
- c. *Issuance.* An operating permit shall be issued to persons meeting the requirements of this chapter upon payment of the fee required therefor and submission of a copy of the certificate of aircraft registration/proof of ownership issued by the Federal Aviation Administration.
- d. *Placement.* The permit sticker and identification number shall be placed on the body of the unpiloted aircraft or unpiloted aircraft system in a conspicuous location on the earth-facing surface of the device and in a manner clearly visible from the ground. Placement of stickers shall be subject to approval of the city or performed by the city.

(Ord. 16-974 § 1, 2016)

9.30.040 Operating Requirements and Restrictions.

- a. No person shall operate any model aircraft or civil UAS within the city in a manner that interferes with piloted aircraft, and model aircraft shall always give way to any piloted aircraft.
- b. No person shall operate any model aircraft within the city beyond the visual line of sight of the person operating the model aircraft. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the model aircraft. People other than the operator may not be used in lieu of the operator for maintaining visual line of sight. Visual line of sight means that the operator has an unobstructed view of the model aircraft. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from the model, do not constitute the visual line of sight of the person operating the model aircraft.
- c. No person shall operate any model aircraft or civil UAS within the city other than during daylight hours defined as between official sunrise and official sunset for local time, unless proof of authorization to do so by the Federal Aviation Administration is provided to the city.
- d. No person shall operate any model aircraft within the city more than four hundred feet above the earth's surface, unless proof of authorization to do so by the Federal Aviation Administration is provided to the city.
- e. Excluding takeoff and landing, no person shall operate any model aircraft or civil UAS within the city closer than twenty-five feet to any individual, except the operator or the operator's helper(s).
- f. No person shall operate any model aircraft or civil UAS within the city in a manner that is prohibited by any federal or state statute or regulation governing aeronautics, including, but not limited to, Public Utilities Code Section 21407 and Federal Aviation Rule 91.13.
- g. No person shall operate any model aircraft or civil UAS within the city in violation of any temporary flight restriction or "Notice to Airmen" issued by the Federal Aviation Administration.
- h. No person shall operate any model aircraft or civil UAS within the city to capture, record or transmit any visual image or audio recording of any person or private real property located in the city under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy (including, but not limited to, inside a private office and inside a hotel room). This provision is intended to supplement, rather than duplicate, the prohibition against trespassing into the air space above the land of another person in order to capture any type of visual image or sound recording of a person engaging in a private, personal, or familial activity in a manner that is offensive to a reasonable person, pursuant to California Civil Code Section 1708.8.
- i. Unless authorized by federal law, it shall be an infraction to knowingly and intentionally operate any model aircraft or civil UAS on the grounds of, or less than three hundred fifty feet above ground level within the airspace overlaying, a public or private school in the city providing instruction in kindergarten or grades 1 to 12, inclusive, during school hours and without the written permission of the school principal or higher authority, or designee, or equivalent school authority.
- j. Unless authorized by federal law, it shall be an infraction to knowingly and intentionally use any model aircraft or civil UAS to capture images of public or private school grounds in the city providing instruction in kindergarten or grades 1 to 12, inclusive, during school hours and without the written permission of the school principal or higher authority, or designee, or equivalent school authority.
- k. No person shall operate any model aircraft or civil UAS in a manner that interferes with firefighting, police activity or emergency response activity as detailed in California Penal Code Sections 148.2 and 402.
- l. No person shall operate any model aircraft or civil UAS within the airspace overlaying a city park during a city-sponsored event in the park unless authorized to do so in the special event permit, City Hall, or a law enforcement or fire station within the city.

(Ord. 16-974 § 1, 2016)

9.30.050 Violations.

It is unlawful for any person to violate or fail to comply with this chapter. Any person violating the provisions of this chapter shall be guilty of a misdemeanor and subject to the provisions of Chapter 1.08 of this Code.

(Ord. 16-974 § 1, 2016)

9.30.060 Exemptions.

This chapter shall not apply to any civil UAS operated pursuant to and in compliance with the terms and conditions of a valid city-issued film permit with Federal Aviation Administration authorization or any public UAS operated pursuant to, and in compliance with, the terms and conditions of any current and enforceable authorization granted by the Federal Aviation Administration.

(Ord. 16-974 § 1, 2016)

Yorba Linda, California Municipal Code

Title 8 HEALTH AND SAFETY

Chapter 8.52 UNMANNED AIRCRAFT SYSTEMS

8.52.010 Purpose and findings.

8.52.020 Definitions.

8.52.030 Local regulations of UAS.

8.52.040 Exemptions.

8.52.010 Purpose and findings.

This chapter is intended to promote public health, safety and welfare of the public and public safety personnel through appropriate regulations pursuant to the city's police powers and its authority to issue regulations related to zoning, land use, privacy, trespass, and law enforcement operations. All regulations herein are intended to protect the health, safety, and welfare of the public and specific areas of local municipal concern where a drone incident would cause greater harm and risk of injury. It is not intended to restrict persons operating unmanned aircraft systems in compliance with all applicable FAA rules and any applicable laws, and outside of prohibited areas. This chapter is not intended to preempt FAA rules, but to operate in conjunction with those rules to promote public safety and privacy while recognizing the limitations in the FAA's enforcement capabilities. (Ord. 2017-1047, § 3, 2017)

8.52.020 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meaning set forth, unless another or different meaning is clearly intended from the context in which the phrase or words are used.

- A. "Drone" means any unmanned aircraft system (UAS).
- B. "Emergency response" means any effort by first responders to save lives, reduce property damage, and/or reduce human suffering. Examples include, but are not limited to, fire-fighting activities, search and rescue activities, police and law enforcement activities, restoration of public utilities, and similar efforts.
- C. "FAA" means the United States Federal Aviation Administration.
- D. "Special event" means any event held in a public park or open-air facility, private property, or commercial/industrial facility that is open to the public and intended to attract people. This includes, but is not limited to, sporting events, concerts, festivals, farmer's markets, and other similar events.

E. "Unmanned aircraft system" or "UAS" means an aircraft without a human pilot onboard, that is controlled from an operator on the ground, and operates without the possibility of direct human intervention from within or on the aircraft.

F. "Visual line of sight" means that the operator or a visual observer in direct contact with the operator has an unobstructed view of the UAS. The operator or a visual observer in direct contact with the operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the UAS. The use of vision-enhancing devices, such as binoculars, night-vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from or of the UAS do not constitute visual line of sight of the operator or a visual observer. (Ord. 2017-1047, § 3, 2017)

8.52.030 Local regulations of UAS.

A. No person shall takeoff or land a UAS under the following circumstances:

1. Outside of the person's visual line of sight.
2. Within 25 feet of another individual, except the operator or the operator's designee.
3. On private property without the consent of the property owner.
4. Within 500 feet of any special event or any emergency response without the approval of a temporary use permit by the Community Development Director.
5. That has any type of weapon attached to it.
6. In violation of any Temporary Flight Restriction or Notice to Airmen issued by the FAA.

B. No person shall takeoff or land a UAS in a reckless manner so as to create a substantial risk of serious injury to any person or substantial risk of damage to the property of another. (Ord. 2017-1047, § 3, 2017)

8.52.040 Exemptions.

This chapter shall not prohibit the use of UAS by any public safety agency for lawful purposes and in a lawful manner. (Ord. 2017-1047, § 3, 2017)

Contact:

City Clerk: 714-961-7150

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ORDINANCE NO. 2017-1047

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
YORBA LINDA, CALIFORNIA ADOPTING AN ORDINANCE
RELATED TO THE OPERATION OF UNMANNED
AIRCRAFT SYSTEMS**

WHEREAS, the City of Yorba Linda has determined that it desires to consider potential amendments to the Yorba Linda Municipal Code pertaining to the operation of unmanned aircraft systems (UAS); and,

WHEREAS, the operation of UAS, commonly known as drones, can at times pose a hazard to full-scale aircraft in flight and to persons and property on the ground; and

WHEREAS, imposing community-based safety requirements and restrictions on the operation of UAS that do not preempt federal aviation rules or authority, or state law, is necessary to mitigate such risks and to protect the public from the hazards associated with the operation of UAS; and

WHEREAS, in accordance with Section 2.04.090 of the Yorba Linda Municipal Code, this Ordinance was presented to the City Council for its consideration on October 17, 2017.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YORBA LINDA
DOES HEREBY ORDAIN AS FOLLOWS:**

SECTION 1: Recitals. The foregoing recitals are true and correct and are incorporated herein as though set forth in full.

SECTION 2: Authority. This Ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7 of the California Constitution.

SECTION 3: Amendment. Chapter 8.52 of the Yorba Linda Municipal Code is hereby added to read as follows:

Chapter 8.52

UNMANNED AIRCRAFT SYSTEMS

8.52.010 Purpose and findings.

This chapter is intended to promote public health, safety and welfare of the public and public safety personnel through appropriate regulations pursuant to the city's police powers and its authority to issue regulations related to zoning, land use, privacy, trespass, and law enforcement operations. All regulations herein are intended to protect the health, safety, and welfare of the public and specific areas of local municipal concern where a

drone incident would cause greater harm and risk of injury. It is not intended to restrict persons operating unmanned aircraft systems in compliance with all applicable FAA rules and any applicable laws, and outside of prohibited areas. This chapter is not intended to preempt FAA rules, but to operate in conjunction with those rules to promote public safety and privacy while recognizing the limitations in the FAA's enforcement capabilities.

8.52.020 Definitions

For the purposes of this Chapter, the following words and phrases shall have the meaning set forth, unless another or different meaning is clearly intended from the context in which the phrase or words are used.

- A. "Drone" means any unmanned aircraft system (UAS).
- B. "Emergency Response" means any effort by first responders to save lives, reduce property damage, and/or reduce human suffering. Examples include, but are not limited to, fire-fighting activities, search and rescue activities, police and law enforcement activities, restoration of public utilities, and similar efforts.
- C. "FAA" means the United States Federal Aviation Administration.
- D. "Special Event" means any event held in a public park or open-air facility, private property, or commercial/industrial facility that is open to the public and intended to attract people. This includes, but is not limited to, sporting events, concerts, festivals, farmer's markets, and other similar events.
- E. "Unmanned Aircraft System" or "UAS" means an aircraft without a human pilot onboard, that is controlled from an operator on the ground, and operates without the possibility of direct human intervention from within or on the aircraft.
- F. "Visual Line of Sight" means that the operator or a visual observer in direct contact with the operator has an unobstructed view of the UAS. The operator or a visual observer in direct contact with the operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the UAS. The use of vision-enhancing devices, such as binoculars, night-vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from or of the UAS do not constitute visual line of sight of the operator or a visual observer.

8.52.030 Local Regulations of UAS

- A. No person shall takeoff or land a UAS under the following circumstances:
 - a. Outside of the person's visual line of sight.
 - b. Within 25 feet of another individual, except the operator or the operator's designee.
 - c. On private property without the consent of the property owner.
 - d. Within five hundred (500) feet of any special event or any emergency response without the approval of a temporary use permit by the Community Development Director.
 - e. That has any type of weapon attached to it.

- f. In violation of any Temporary Flight Restriction or Notice to Airmen issued by the FAA.
- B. No person shall takeoff or land a UAS in a reckless manner so as to create a substantial risk of serious injury to any person or substantial risk of damage to the property of another.

8.52.040 Exemptions

- A. This Chapter shall not prohibit the use of UAS by any public safety agency for lawful purposes and in a lawful manner.

SECTION 4: CEQA Determination. In adopting this Ordinance, the City Council finds that the adoption of Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Title 14 California Code of Regulations Sections 15061(b)(3), in that it can be seen with certainty that the adoption of the Ordinance is not a project, and further, that it proposes no activity that may have a significant effect on the environment and will not cause a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 5: Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

SECTION 6. Effective Date. This Ordinance shall become effective thirty (30) days after its passage and adoption. Within fifteen (15) days of the date of adoption of this Ordinance, the City Clerk shall post a copy of said Ordinance in places designated for such posting and shall certify to the same. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Yorba Linda at a regular meeting held on the 7th day of November, 2017.

PEGGY HUANG, MAYOR
CITY OF YORBA LINDA

ATTEST:

MARCIA BROWN, CITY CLERK
CITY OF YORBA LINDA

APPROVED AS TO FORM:
RUTAN & TUCKER LLP

CITY ATTORNEY

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

I, **MARCIA BROWN**, City Clerk of the City of Yorba Linda, California, **DO HEREBY CERTIFY** that the foregoing Ordinance was duly adopted at a regular meeting of the City Council of the City of Yorba Linda, held at the 7th day of November, 2017, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

MARCIA BROWN, CITY CLERK
CITY OF YORBA LINDA

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

City of
IRWINDALE
AGENDA REPORT

CC Item N-5

Date: March 8, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Introduction and First Reading of Ordinance No. 767 Pertaining to Amendment of Sections 5.04.060, 5.04.070, 5.04.270, 5.04.410, and 5.04.420 of Chapter 5.04 of Title 5 of the Irwindale Municipal Code Related to the Dispute of Business Taxes, Licenses and Regulations

City Manager's Recommendation:

It is recommended that the Irwindale City Council **introduce for first reading by title only and with further reading waived, Ordinance No. 767** entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTIONS 5.04.060, 5.04.070, 5.04.210, 5.04.270, 5.04.410, AND 5.04.420 OF CHAPTER 5.04 ("GENERAL REGULATIONS") OF TITLE 5 ("BUSINESS TAXES, LICENSES AND REGULATIONS") OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE DISPUTE OF BUSINESS TAXES, LICENSES AND REGULATIONS".

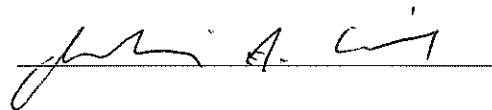
Administrative Action:

Prepared & Submitted by:

Julian A. Miranda, City Manager

Reviewed by:

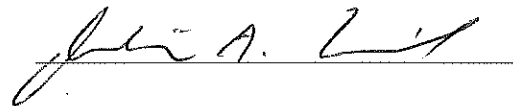
Adrian R. Guerra, City Attorney



Electronically Approved

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Chapter 5.04 of the Irwindale Municipal Code ("IMC") defines the general regulations of business taxes, licenses, and regulations within the City. Within the Chapter, the City Attorney is vested with certain final decision making authority, with regard to disputes regarding business licenses, taxes, and regulations.

The Charter of the City of Irwindale ("Charter") Sections 704, 705, and 706 create the office of the City Attorney and grant the office specific duties. Under Charter Section 705, the City Attorney acts as the legal advisor of the City and its officers, defends the City in all matters in civil litigation, prosecutes violations of City ordinances, and performs other duties required by the City Council. Thus, the authority granted by IMC Chapter 5.04 exceeds the scope of the City Attorney's duties as set forth in the City Charter.

Charter Sections 702 and 703 create the office of the City Manager and provide that the office's duties shall be provided under the Municipal Code. The City Manager's powers and duties, defined under IMC Section 2.08.050, include enforcing all laws, rules, and regulations of the City (subsection A), preparing the annual budget and submitting the same to the City Council together with his recommendations (subsection B), and keeping the City Council at all times fully advised as to the financial condition of the city (subsection C). Additionally, the City Manager is the administrative head of the City, and is responsible for the operation of all city departments, providing leadership, direction, and guidance. The City Manager leads the City's Administration Department, which strives to provide excellent customer service to decision-makers, City departments, employees, businesses and the public.

Amending Chapter 5.04 to rescind the authority granted to the City Attorney and vest that authority with the City Manager would streamline internal processes regarding licensing and fees. The City Manager is better positioned to make strategic business decisions that align with the City's administrative goals. Further, City staff already serve as the main point of contact for any business regarding their licenses, permits, or fees within the City.

City staff is therefore recommending that the City Council adopt Ordinance No 767, amending Chapter 5.04 of the IMC to rescind the authority granted to the City Attorney and vest that authority with the City Manager in order to more closely align with the duties of City officers as set forth in the City Charter and IMC.

Attachments:

Ordinance No. 767 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTIONS 5.04.060, 5.04.070, 5.04.210, 5.04.270, 5.04.410, AND 5.04.420 OF CHAPTER 5.04 ("GENERAL REGULATIONS") OF TITLE 5 ("BUSINESS TAXES, LICENSES, AND REGULATIONS") OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE DISPUTE OF BUSINESS TAXES, LICENSES AND REGULATIONS"

ORDINANCE NO. 767

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTIONS 5.04.060, 5.04.070, 5.04.210, 5.04.270, 5.04.410, AND 5.04.420 OF CHAPTER 5.04 ("GENERAL REGULATIONS") OF TITLE 5 ("BUSINESS TAXES, LICENSES, AND REGULATIONS") OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE DISPUTE OF BUSINESS TAXES, LICENSES AND REGULATIONS

WHEREAS, Chapter 5.04 of Title 5 of the Irwindale Municipal Code ("IMC") defines the general regulations pertaining to business taxes, licenses and regulations within the City; and

WHEREAS, within IMC Chapter 5.04, the City Attorney is vested with certain final decision making authority regarding disputes relating to business taxes, licenses, and regulations; and

WHEREAS, under Section 705 of the Charter of the City of Irwindale, the City Attorney's duties include, but are not limited to, acting as the legal advisor of the City and its officers, defending the City in all matters in civil litigation, and prosecuting violations of City ordinances; and

WHEREAS, the authority granted by IMC Chapter 5.04 exceeds the scope of the City Attorney's duties as set forth in the City Charter; and

WHEREAS, the Charter of the City of Irwindale Sections 702 and 703 create the office of the City Manager and provide that the office's duties shall be provided under the IMC; and

WHEREAS, under IMC Section 2.08.050, the City Manager's duties include, but are not limited to, enforcing all laws, rules, and regulations of the City, preparing the annual budget and submitting the same to the City Council together with his recommendations, and keeping the City Council at all times fully advised as to the financial condition of the city; and

WHEREAS, the City Manager is the administrative head of the City, and is responsible for the operation of all city departments, providing leadership, direction, and guidance, and leading the City's Administration Department, which strives to provide excellent customer service to decision-makers, City departments, employees, businesses and the public; and

WHEREAS, the City Manager's office is more appropriately vested with decision making authority regarding business taxes, licenses, and regulations as set forth in Chapter 5.04; and

WHEREAS, the City Council now wishes to amend Chapter 5.04 of Title 5 of the IMC to rescind the authority granted to the City Attorney, and vest that authority with the City Manager in order to more closely align with the duties of City officers as set forth in the City Charter and IMC.

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

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

SECTION 2. Section 5.04.050 ("City Clerk- License collector and custodian of funds") of Chapter 5.04 ("General Regulations") of Title 5 ("Business Taxes, Licenses, and Regulations") of the Irwindale Municipal Code is amended and shall now read as follows (deleted text, if any, is shown in strikethrough; new text, if any, is shown in bold & italics):

"The city clerk and/or ~~his authorized deputy~~ ***or his or her authorized designee***, shall serve as license collector and shall be the custodian of all funds collected thereunder until transferred to the city treasurer. ***All references to the City Clerk throughout this chapter shall mean and refer to the City Clerk or his or her authorized designee.*** All funds collected by the license collector under Chapters 5.04 through 5.16 shall be deposited daily with the city treasurer."

SECTION 3. Section 5.04.060 ("City Clerk- Additional Powers") of Chapter 5.04 ("General Regulations") of Title 5 ("Business Taxes, Licenses, and Regulations") of the Irwindale Municipal Code is amended and shall now read as follows (deleted text, if any, is shown in strikethrough; new text, if any, is shown in ***bold & italics***):

"The city clerk shall have, in addition to all other powers conferred upon him, for good cause shown, the power to extend the time for filing any statement required for a period of not to exceed thirty days, and in such case waive any penalty that would have otherwise accrued, and, with the approval of the council and the written approval of the ~~city attorney~~ ***city manager***, to compromise any claim for license fee subject to the provisions of Chapters 5.04 through 5.16."

SECTION 4. Section 5.04.070 ("Application – Form – Filing") of Chapter 5.04 ("General Regulations") of Title 5 ("Business Taxes, Licenses, and Regulations") of the Irwindale Municipal Code is amended and shall now read as follows (deleted text, if any, is shown in strikethrough; new text, if any, is shown in ***bold & italics***):

"All applications for license shall be in writing upon a form approved by the city attorney and issued by the city clerk. The applicant, in addition, shall submit any further information or evidence in writing as required by the city clerk, or the ~~city attorney~~ ***city manager***, or other designated agency of the

city. The application shall be verified by the applicant and shall be filed with the city clerk **or his or her designee**. The city clerk shall send copies of the application to those officers and departments designated in Chapters 5.04 through 5.16, and to any other that may be designated by the city council."

SECTION 5. Subsection A of Section 5.04.210 ("License fees – Payable in Advance – Computation") of Chapter 5.04 ("General Regulations") of Title 5 ("Business Taxes, Licenses, and Regulations") of the Irwindale Municipal Code is amended and shall now read as follows (deleted text, if any, is shown in ~~strikethrough~~; new text, if any, is shown in **bold & italics**):

"A. The city council may, upon its own motion, or upon the written charges filed by the city clerk ~~or his deputy~~ or the city attorney **city manager**, give notice to any licensee or permittee to appear before the city council at a time and place set for such hearing to show cause, if there may be any, why the license or permit issued to the licensee or permittee shall not be revoked or suspended. The notice shall state the grounds for complaint or reasons for suspension in clear and concise language."

SECTION 6. Subsection A of Section 5.04.270 ("License fees – Payable in Advance – Computation") of Chapter 5.04 ("General Regulations") of Title 5 ("Business Taxes, Licenses, and Regulations") of the Irwindale Municipal Code is amended and shall now read as follows (deleted text, if any, is shown in ~~strikethrough~~; new text, if any, is shown in **bold & italics**):

"A. All license fees shall be paid in advance to the city clerk in lawful money of the United States. The amount to be paid shall be determined by the city clerk in accordance with the terms and provisions of Chapters 5.04 through 5.16. In case of dispute, the decision of the city attorney **city manager** as to the amount to be paid pursuant to the provisions of Chapters 5.04 through 5.16 shall be final."

SECTION 7. Subsection B of Section 5.04.410 ("Exemptions - Interstate Commerce") of Chapter 5.04 ("General Regulations") of Title 5 ("Business Taxes, Licenses, and Regulations") of the Irwindale Municipal Code is amended and shall now read as follows (deleted text, if any, is shown in ~~strikethrough~~; new text, if any, is shown in **bold & italics**):

"B. If it appears that the applicant is entitled to such exemption, the city clerk shall forthwith issue a free license. In case of dispute, the decision of the city attorney **city manager** is final."

SECTION 8. Section 5.04.420 ("Exemptions – Under Other Provisions of State Law") of Chapter 5.04 ("General Regulations") of Title 5 ("Business Taxes, Licenses, and Regulations") of the Irwindale Municipal Code is amended and shall now read as follows (deleted text, if any, is shown in ~~strikethrough~~; new text, if any, is shown in **bold & italics**):

“Every person claiming to be entitled to an exemption from payment of any license fee provided for in Chapters 5.04 through 5.16, upon the ground that such license fee is exempt under state law, shall file a verified statement with the city clerk disclosing the character of the business entitling such exemption. The statement shall state the name and location of the company or firm claiming the exemption, the type of business conducted and facts establishing that the person, organization or firm comes within the exemption of state law. Additional information shall be supplied to the city clerk or ~~city attorney~~ **city manager**, upon request in order to ascertain whether or not the claimant meets the exemption of the state law. In case of dispute, the decision of the ~~city attorney~~ **city manager** shall be final.”

SECTION 9. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 10. Certification and Effective Date. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Irwindale. This ordinance shall be in effective on the thirtieth (30th) day after the day of its adoption.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 22nd day of March, 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale do hereby certify that the foregoing Ordinance No. 767 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on March 8, 2023, and adopted on second reading at a regular meeting of the City Council of the City of Irwindale held on March 22, 2023, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 767 adopted by the City Council of the City of Irwindale at its regular meeting held March 22, 2023, to be posted at the City Hall, Library, and Post Office on March 23, 2023.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Dated: _____

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

City of
IRWINDALE
AGENDA REPORT

Date: March 8, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Proposition 218 Public Hearing Regarding Proposed Increases to Existing Solid Waste Rates

City Manager's Recommendation:

That the City Council hold a Proposition 218 Public Hearing on Proposed Increases to Existing Solid Waste Rates, and assuming there is not a majority protest, adopt Resolution No. 2023-21-3399 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RATIFYING, APPROVING, AND ADOPTING INCREASES TO EXISTING SOLID WASTE RATES AS SET FORTH IN THE FOURTH AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT FOR WASTE HAULING SERVICES BY AND BETWEEN THE CITY OF IRWINDALE AND ARKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES, IN ACCORDANCE WITH PROPOSITION 218."

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney

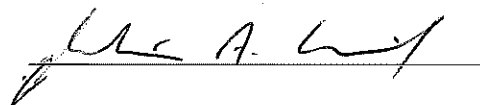
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager



Background:

On January 12, 2022, the City Council adopted Ordinance No. 759, adding Chapter 8.22 to the Municipal Code, regarding specific regulations for organic waste disposal, reduction, recycling, and solid waste collection, in order to enact regulations in compliance with Senate Bill 1383, implementing food and organics recycling and related solid waste and recycling processing.

The City's Waste Hauler, Athens Services, and City Staff worked together to develop a Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services between the City of Irwindale and Athens Services that will assist the City in meeting the SB 1383 regulatory requirements and additional services.

On November 17, 2022, the City Council approved the Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services. The changes in law necessitated certain modified or additional services to be reflected in the Franchise Agreement in order to further the City's efforts to comply with applicable law. As a result, the cost of collecting, disposing of, and diverting solid waste, recyclables, yard waste, and organic waste to Athens Services is anticipated to increase.

In order to account for these cost increases and pursuant to Proposition 218 (1996), staff has published a notice of a public hearing regarding proposed increases to existing solid waste rates. The notice was posted at the City's three posting locations - City Hall, Library, and Irwindale Post Office, and mailed to more than 1700 parcels and solid waste customers located in the City of Irwindale on January 20, 2023. The public hearing for the purpose of determining whether to impose the increased solid waste rates, and accepting protests is occurring at tonight's meeting.

There are a variety of laws and statutes that have resulted in why a local government is required to go through the Proposition 218 process. To better understand these laws, the Proposition 218 process as related to "fees" is outlined below:

Article XIID, Section 6 of the California Constitution provides provisions on the application of all property-related taxes, assessments, fees, and charges, implemented by state statute or local government charter authority. This section of the California Constitution identifies when these types of taxes, assessments, fees, and charges are imposed or approved, including the following:

1. An ad valorem property tax (assessed value of a real estate or personal property).
2. Special taxes received through two-thirds vote.
3. Assessments of reasonable cost having to do with a special benefit conferred on that parcel.
4. Fees or charges for property related services.

Proposition 218, through article XIID of the Constitution, also introduced new rules governing "fees" or "charges" that relate to the ownership of property (sometimes called "property-related fees"). A fee subject to article XIII D is one that is imposed "upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service." (Cal. Const. art. XIII D, § 2, subd. (e).) A property related

service is one “having a direct relationship to property ownership.” Fees or charges are subject to a number of procedural and substantive requirements. However, Proposition 218 provides little guidance and few requirements for the implementation of fee increases, including Notice of Public Hearing, and distribution of the Notice of Public Hearing sent out 45-days prior to the public hearing to those parcels affected by any increases in the assessments, submittal of a ballot opposing the assessment, effective date of the assessment if not opposed, and contesting the validity of the assessment.

In order to account for this, staff established guidelines that apply to the hearing process and recommended these guidelines be adopted by City Council prior to the March 8th public hearing, in order to address many practical issues that may arise during a protest proceeding.

On February 22, 2023, City Council adopted Resolution No. 2023-18-3396, entitled, “A Resolution of the City Council of the City of Irwindale Establishing Guidelines for the Submission and Tabulation of Protests in Connection with the Proposed Increases to Existing Solid Waste Rates Public Hearing Conducted Pursuant to Article XIID, Section 6 of the California Constitution and Propositions 13 (1978), 218 (1996) and 26 (2010).”

Analysis:

The City of Irwindale is going through the Proposition 218 process because application of Proposition 218 to refuse collection and related services is still uncertain. The Parties agreed that the rates are set by Athens Services as a private contractor in the marketplace. It has been determined that Athens Services, as a private entity, can establish their solid waste/recycling rates. However, Athens Services collects a 15% Franchise Fee and a 4.78% Assembly Bill 939 Fee on behalf of the City of Irwindale. The City’s role is limited to establishing rate ceilings for the protection of the City’s residents and businesses, given the exclusive nature of the services provided. Therefore, only out of an abundance of caution, the City has elected to initiate the Proposition 218 process, with respect to approval or adjustment of the Maximum Rate Schedule as set forth in the Franchise Agreement.

The public hearing tonight allows for the city council to hear testimony from parcel owners or tenants/customers who pay for solid waste/recycling services. Any person who wishes to protest or provide any information regarding the proposed increases in existing solid waste rates must do so, in writing, prior to the public hearing or during the public hearing but prior to its conclusion and in compliance with the guidelines. The written protest must include the following:

- A statement that it is a protest against the proposed rate increases that is the subject of the hearing.
- Name of the record owner or customer of record who is submitting the protest;
- Identification of assessor's parcel number or street address of the parcel with respect to which the protest is made;

- Original signature and legibly printed name of the record owner or customer of record who is submitting the protest.

If the number of protests received is insufficient to constitute a majority protest, the City Clerk may announce the absence of a majority protest in which case the protest process ends. The City Council can then move forward with a motion to approve or disapprove the proposed increases in solid waste fees. Staff is recommending that, assuming there is not a majority protest, the City Council adopt Resolution No. 2023-21-3399, approving the solid waste rate increases.

Fiscal Impact:

Athens Services is requesting a 3.57% special rate adjustment to their solid waste/recycling rates, which also will include an increase to the Franchise and AB 939 fees afforded to the City of Irwindale. This increase will result in an increase in revenue to the general fund and the AB 939 fund. In the event there is a majority protest, staff will have to meet and confer with Athens Services to determine the dollar amount lost by not implementing the 3.57% rate increase and the services needing to be adjusted. General Fund & AB 939 Fund will not be able to recognize these additional revenues either.

Attachment:

1. Resolution No. 2023-21-3399
2. Proposition 218 Notice

RESOLUTION NO. 2023-21-3399

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RATIFYING, APPROVING, AND ADOPTING INCREASES TO EXISTING SOLID WASTE RATES AS SET FORTH IN THE FOURTH AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT FOR WASTE HAULING SERVICES BY AND BETWEEN THE CITY OF IRWINDALE AND ARKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES, IN ACCORDANCE WITH PROPOSITION 218

WHEREAS, on April 13, 2011, the City of Irwindale (City) and Arakelian Enterprises, Inc., dba Athens Services (Athens) entered into an Exclusive Franchise Agreement for Waste Hauling Services permitting Athens to exclusively provide waste hauling and street sweeping services in the City ("Agreement"); and

WHEREAS, a First Amendment to the Agreement was approved by City Council on December 12, 2012 to include newly adopted California Legislation titled Assembly Bill 341 Mandatory Commercial Recycling, which became effective on July 1, 2012, and Assembly Bill 32 titled "The Global Warming Solutions Act of 2006." The First Amendment provided a new maximum rate schedule that would allow Athens to meet AB 341 requirements, which included the transportation, separation, and processing of all Solid Waste, Recyclables, and Green Waste to the Franchisee's Materials Recovery Facility/Transfer Station (MRF/TS) in the City of Industry. The amendment also allowed for the development and implementation of a public awareness, outreach and education program on the City's Source Reduction and Recycling and the preparation for the planning, evaluation, and development of a MRF/TS to be located in the City; and

WHEREAS, on January 22, 2014, City Council approved a Second Amendment to the Agreement to implement a one-time 10% special rate increase on residential and commercial customers to account for the closing of the Puente Hills Landfill and the new transportation costs associated with hauling solid waste to the County of San Bernardino Landfill. The City hired R3 Consulting Group, Inc. to perform a comprehensive review of Athens' proposed rate increase, and concluded that the Athens' rate increase plan should result in significantly lower long-term rates; and

WHEREAS, a Third Amendment to the Agreement was approved by City Council on December 11, 2019 to include California Legislation titled Assembly Bill 1826 Mandatory Commercial Organics Recycling, which was signed into law in October 2014 by Governor Jerry Brown. This amendment focused on approving an Organics Recycling Program and Fee Schedule that would place the City and its business community in compliance with AB 1594, AB 1826, and a portion of SB 1383 as well as updates the Street Sweeping language; and

WHEREAS, on February 24, 2021, City Council entered into a Franchise & Facility Operations Agreement to establish Athens' right for an exclusive operation of a MRF/TS within City limits and the construction, operation and maintenance of MRF/TS facility.

WHEREAS, on January 12, 2022, the City Council adopted Ordinance No. 759, adding Chapter 8.22 to the Municipal Code, regarding specific regulations for organic waste disposal, reduction, recycling, and solid waste collection, in order to enact regulations in compliance with Senate Bill 1383. SB 1383 created the need for the City to improve efforts to divert solid waste from landfills, including recyclable materials and organic waste, implementing food and organics recycling and related solid waste and recycling processing; and

WHEREAS, Athens Services and City Staff worked together to develop a Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services between the City and Athens Services that will assist the City in meeting the SB 1383 regulatory requirements and additional services; and

WHEREAS, on November 17, 2022, the City Council approved the Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services. The changes in law necessitated certain modified or additional services to be reflected in the Franchise Agreement in order to further the City's efforts to comply with applicable law. As a result, the cost of collecting, disposing of, and diverting solid waste, recyclables, yard waste, and organic waste to Athens Services is anticipated to increase; and

WHEREAS, based on these proposed rate increases, the City of Irwindale is holding a Proposition 218 Public Hearing to consider and adopt maximum service rates with a special adjustment effective April 1, 2023, an annual rate adjustment formula effective July 1, 2023 for each of the next five years, and certain discounts, with certain City fees; and

WHEREAS, it has been determined that Athens Services, as a private entity, can establish their solid waste/recycling rates. However, Athens Services collects a 15% Franchise Fee and a 4.78% Assembly Bill 939 Fee on behalf of the City of Irwindale. The City's role is limited to establishing rate ceilings for the protection of the City's residents and businesses, given the exclusive nature of the services provided. Therefore, out of an abundance of caution, the City has elected to initiate the Proposition 218 process, with respect to approval or adjustment of the Maximum Rate Schedule as set forth in the Franchise Agreement; and

WHEREAS, a notice of public hearing regarding the proposed increases to solid waste rates was posted and distributed in accordance with Proposition 218 and a public hearing was held by the City Council on March 8, 2023; and

WHEREAS, insufficient written protests were presented to prevent the proposed solid waste rates from being imposed; and

WHEREAS, all legal prerequisites prior to approval of the proposed solid waste rate increases have occurred.

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

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

SECTION 2. The City Council approves and ratifies the solid waste rate increases and maximum rate schedule as set forth in the Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services, and as set forth in Exhibit "A."

The Council hereby ratifies the Proposition 218 process and adopts the refuse rates as set forth in the Notice of Public Hearing mailed to all residential and commercial property owners on January 20, 2023, and pursuant to Proposition 218 finds as follows:

a) **Fee for Service Provided Only:** Revenues derived from the fee may not be used for any purpose other than that for which the fee was imposed. The fees collected are used to pay Athens Services for the refuse collection and disposal services it provides to the City's residential and commercial customers, and Athens' accrual of direct and unforeseen costs incurred as a result of changes of law necessitating increased costs related to SB 1383, including collecting, disposing of, and diverting solid waste, recyclables, yard waste, and organic waste.

b) **Fee not to Exceed Cost of Service:** Revenues derived from the fee may not exceed the funds required to provide refuse service. The City's cost for refuse service is established by its agreement with Athens. It is found that Athens' fees are reasonable of providing service to the City's residential and commercial customers. This conclusion is further supported by all findings of fact presented at the City Council hearing, including without limitation those facts stated in the accompanying staff report, all of which evidence is incorporated herein by this reference.

c) **Fee not to Exceed Proportional Cost:** The amount of the fee may not exceed the proportional cost of the refuse service attributable to the parcel. Athens proposes that the proposed refuse rates are reasonably proportional and cost-based, and meet the general requirements of fairness and equity under Proposition 218. This conclusion is further supported by all findings of fact presented at the City Council hearing, including without limitation those facts stated in the

accompanying staff report and Fourth Amendment to the Exclusive Franchise Agreement, all of which evidence is incorporated herein by this reference.

SECTION 3. The City Council has fully considered this matter and has:

a) Reviewed the information submitted herewith regarding the proposed solid waste service rate adjustment for residential and commercial accounts, the parcels to which the proposed fee adjustment would apply, and the reasons and basis for the adjustment and the fees;

b) Provided notice of the proposed fee adjustment to the record owners (or renters responsible for payment of the fee) of all parcels to which the proposed fee adjustment would apply in accordance with Article XIID of the California Constitution;

c) Heard and received all written protests from any owners (or renters) of real property subject to the fee;

d) Taken and received oral and documentary evidence pertaining to the proposed fee adjustment; and

e) Been fully informed of this matter.

SECTION 4. The City Council finds that insufficient written protests were presented to prevent the proposed solid waste rates from being imposed.

SECTION 5. The City Council finds that based on these facts and the circumstances and information received during the public hearing, the changes in residential and commercial refuse rates proposed by Athens are necessary and are hereby approved, ratified, and adopted, contingent upon there being no majority protest from a majority of all property owners under an omnibus protest by all those permitted to protest the proposed new rate system. (Morgan v. Imperial Irrigation District (2014) 223 Cal.App.4th 892.) Said refuse rates shall take effect as set forth in the Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services.

SECTION 6. The Chief Deputy City Clerk shall certify to the adoption of this resolution, which, shall in turn, have immediate effect.

PASSED, APPROVED, and ADOPTED this _____ day of _____ 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Resolution No. 2023-21-3399

Page 4

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-21-3399 was adopted at an regular meeting of the Irwindale City Council held on the ____ day of _____ 2023, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT "A"

Residential Barrels		Disposal	Service	Net	AB939	FF	Gross
3 96 Gallon Barrels ** (Trash, Recycle & Organic)		12.19	18.37	30.56	1.82	5.71	38.09
1 Extra 96 Gallon Barrel		6.12	9.22	15.34	0.91	2.87	19.12
Commercial Barrels		Disposal	Service	Net	AB939	FF	Gross
Each 96 Gallon Barrel		39.64	18.27	57.91	3.45	10.83	72.19
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
1	1	36.54	134.89	171.43	10.21	32.05	213.69
1	2	73.14	203.28	276.42	16.47	51.68	344.57
1	3	109.69	266.21	375.90	22.40	70.28	468.58
1	4	146.25	321.38	467.63	27.86	87.44	582.93
1	5	182.82	408.30	591.13	35.22	110.53	736.88
1	6	219.36	509.19	728.55	43.42	136.23	908.20
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
1.5	1	38.13	140.74	178.87	10.65	33.44	222.96
1.5	2	76.32	212.10	288.42	17.18	53.93	359.53
1.5	3	114.44	277.76	392.20	23.38	73.35	488.93
1.5	4	152.60	335.33	487.93	29.07	91.25	608.25
1.5	5	190.76	426.02	616.78	36.76	115.33	768.87
1.5	6	228.88	531.29	760.17	45.29	142.13	947.59
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
2	1	50.86	164.44	215.30	12.83	40.27	268.40
2	2	101.73	242.00	343.73	20.48	64.28	428.49
2	3	152.60	316.84	469.44	27.97	87.78	585.19
2	4	203.48	401.17	604.65	36.03	113.08	753.76
2	5	254.33	466.45	720.78	42.95	134.77	898.50
2	6	305.21	577.60	882.81	52.60	165.08	1,100.49
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
3	1	76.32	168.94	245.26	14.62	45.86	305.74
3	2	152.60	258.43	411.03	24.49	76.85	512.37
3	3	228.88	328.69	557.57	33.23	104.25	695.05
3	4	305.21	410.40	715.61	42.64	133.80	892.05
3	5	381.50	494.97	876.47	52.22	163.88	1,092.57
3	6	457.81	597.07	1,054.88	62.86	197.24	1,314.98
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
4	1	101.74	206.28	308.02	18.35	57.61	383.98
4	2	203.48	296.82	500.30	29.81	93.55	623.66
4	3	305.21	379.99	685.20	40.83	128.14	854.17
4	4	406.94	458.47	865.41	51.57	161.82	1,078.80
4	5	508.68	552.84	1,061.52	63.25	198.49	1,323.26
4	6	610.43	668.52	1,278.95	76.22	239.15	1,594.32
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
6	1	152.60	246.66	399.26	23.79	74.66	497.71
6	2	305.22	347.48	652.70	38.88	122.05	813.63
6	3	457.81	429.76	887.57	52.89	165.97	1,106.43
6	4	610.43	545.83	1,156.27	68.89	216.20	1,441.36
6	5	763.02	647.61	1,410.63	84.05	263.76	1,758.44
6	6	873.15	778.78	1,651.93	98.42	308.88	2,059.23
Roll-off			Service	Net	AB939	FF	Gross
Standard Roll-off Plus Dump			303.96	303.96	18.11	56.83	378.90
Compactor Roll-off Plus Dump			337.56	337.56	20.11	63.13	420.80
Plus Dump at MRF			124.92	124.92	7.44	23.37	155.73
Wash Out			310.54	310.54	18.50	58.07	387.11

Recycle bin rate is equal to the service component of corresponding rubbish rate above.

30 Yard or Less Roll-Off or Compactor Organics		Service	Adj	New Service	Net	AB939	FF	Gross
Haul		319.61	11.41	331.02	331.02	19.73	61.89	412.64
Disposal /Ton		133.46	4.76	138.22	138.22	8.24	25.85	172.31
Primary Organic Barrels (35 Gallon Barrel)		Service	Adj	New Service	Net	AB939	FF	Gross
1X		80.02	2.86	82.88	82.88	4.94	15.49	103.31
2X		138.59	4.95	143.54	143.54	8.55	26.85	178.94
3X		197.18	7.04	204.22	204.22	12.17	38.19	254.58
4X		255.75	9.13	264.88	264.88	15.78	49.53	330.19
5X		314.33	11.22	325.55	325.55	19.41	60.88	405.84
6X		372.92	13.31	386.23	386.23	23.01	72.22	481.46
Additional Organic Barrels (35 Gallon Barrel)		Service	Adj	New Service	Net	AB939	FF	Gross
1X		68.02	2.43	70.45	70.45	4.20	13.17	87.82
2X		117.79	4.21	122.00	122.00	7.27	22.82	152.09
3X		167.59	5.98	173.57	173.57	10.34	32.46	216.37
4X		217.39	7.76	225.15	225.15	13.42	42.10	280.67
5X		267.18	9.54	276.72	276.72	16.48	51.73	344.93
6X		316.98	11.32	328.30	328.30	19.56	61.38	409.24
Primary Organic Barrels (64 Gallon Barrel)		Service	Adj	New Service	Net	AB939	FF	Gross
1X		106.69	3.81	110.50	110.50	6.59	20.66	137.75
2X		184.79	6.60	191.39	191.39	11.40	35.78	238.57
3X		262.90	9.39	272.29	272.29	16.23	50.92	339.44
4X		341.00	12.17	353.17	353.17	21.05	66.04	440.26
5X		419.12	14.96	434.08	434.08	25.86	81.17	541.11
6X		497.22	17.75	514.97	514.97	30.68	96.29	641.94
Additional Organic Barrels (64 Gallon Barrel)		Service	Adj	New Service	Net	AB939	FF	Gross
1X		90.69	3.24	93.93	93.93	5.58	17.57	117.08
2X		157.07	5.61	162.68	162.68	9.69	30.42	202.79
3X		223.46	7.98	231.44	231.44	13.79	43.28	288.51
4X		289.85	10.35	300.20	300.20	17.90	56.12	374.22
5X		356.25	12.72	368.97	368.97	21.99	68.99	459.95
6X		422.63	15.09	437.72	437.72	26.09	81.85	545.66
1.5 Cubic Yard - First Bin		Service	Adj	New Service	Net	AB939	FF	Gross
1X		225.69	8.06	233.75	233.75	13.92	43.71	291.38
2X		439.30	15.68	454.98	454.98	27.11	85.07	567.16
3X		652.92	23.31	676.23	676.23	40.30	126.45	842.98
4X		866.53	30.94	897.47	897.47	53.48	167.81	1,118.76
5X		1,080.15	38.56	1,118.71	1,118.71	66.67	209.18	1,394.56
6X		1,293.76	46.19	1,339.95	1,339.95	79.84	250.55	1,670.34
		1,293.76	46.19	1,339.95				
1.5 Cubic Yard - Each Additional Bin		Service	Adj	New Service	Net	AB939	FF	Gross
1X		185.14	6.61	191.75	191.75	11.43	35.86	239.04
2X		358.23	12.79	371.02	371.02	22.11	69.38	462.51
3X		531.29	18.97	550.26	550.26	32.79	102.90	685.95
4X		704.38	25.15	729.53	729.53	43.47	136.41	909.41
5X		877.46	31.33	908.79	908.79	54.15	169.93	1,132.67
6X		1,050.54	37.50	1,088.04	1,088.04	64.83	203.44	1,356.31
2 Cubic Yard - First Bin		Service	Adj	New Service	Net	AB939	FF	Gross
1X		278.43	9.94	288.37	288.37	17.18	53.92	359.47
2X		543.74	19.41	563.15	563.15	33.56	105.30	702.01
3X		809.05	28.88	837.93	837.93	49.93	156.69	1,044.55
4X		1,074.34	38.35	1,112.69	1,112.69	66.31	208.06	1,387.06
5X		1,339.65	47.83	1,387.48	1,387.48	82.68	259.44	1,729.60
6X		1,604.95	57.30	1,662.25	1,662.25	99.04	310.82	2,072.11
2 Cubic Yard - Each Additional Bin		Service	Adj	New Service	Net	AB939	FF	Gross
1X		237.91	8.49	246.40	246.40	14.69	46.08	307.17
2X		462.68	16.52	479.20	479.20	28.55	89.60	597.35
3X		687.43	24.54	711.97	711.97	42.42	133.13	887.52
4X		912.20	32.57	944.77	944.77	56.31	176.66	1,177.74
5X		1,136.96	40.59	1,177.55	1,177.55	70.17	220.19	1,467.91
6X		1,361.72	48.61	1,410.33	1,410.33	84.03	263.71	1,758.07

Optional Services & Other Charges	Service	SB1383 Adj	New Svc	Net	AB939	FF	Gross
All Accounts							
Declined Payment (Any Reason)	33.36	1.19	34.55	34.55	2.05	6.45	43.05
Stop Service	33.36	1.19	34.55	34.55	2.05	6.45	43.05
Resume Service	33.36	1.19	34.55	34.55	2.05	6.45	43.05
All Accounts: Organic Container Contamination:							
First Offense			50.00	50.00	2.44	7.50	59.94
Second Offense			100.00	100.00	4.87	15.00	119.87
Third Offense			250.00	250.00	12.18	37.50	299.68
Residential Cart Services							
Extra Bulky Item Pick-Up - First Item	27.94	1.00	28.94	28.94	1.72	5.41	36.07
Extra Bulky Item Pick-Up - Each Additional Item	16.76	0.60	17.36	17.36	1.04	3.25	21.65
Temporary Bin Services							
Temporary Bin Charge	186.82	6.67	193.49	193.49	11.53	36.19	241.21
Temporary Bin with Scout Service	246.88	8.81	255.69	255.69	15.24	47.82	318.75
Temporary Bin Lock Lid Installation - Per Lock	33.36	1.19	34.55	34.55	2.05	6.45	43.05
Temporary Bin Extra Dump	180.15	6.43	186.58	186.58	11.11	34.89	232.58
Commercial Bin Services							
Permanent Bin Scout (Per Bin x Frequency)	7.26	0.26	7.52	7.52	0.45	1.41	9.38
Permanent Bin Lock Lid Installation - Per Lock	33.36	1.19	34.55	34.55	2.05	6.45	43.05
Permanent Bin Lock Lid Service - Per Lock x Frequency	16.02	0.57	16.59	16.59	0.98	3.11	20.68
Permanent Bin Clean-Out/Wash-Out	60.04	2.14	62.18	62.18	3.71	11.62	77.51
Permanent Bin Organic Waste Contamination Fee	281.37	10.04	291.41	291.41	17.36	54.49	363.26
Permanent Bin Extra Dump	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Excess Waste	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Excess Weight	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Dead-Run or Go-Back	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Delivery	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Exchange	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Removal	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Bin Exchange with Metal Lids	240.22	8.58	248.80	248.80	14.83	46.62	310.15
Permanent Bin Bin Fabrication Charge	306.92	10.96	317.88	317.88	18.93	59.44	396.25
Permanent Bin Waste Audit Fee			150.00	150.00	7.31	22.50	179.81
Industrial Roll-Off Services							
Roll-Off Dead-Run, or Go-Back	100.07	3.57	103.64	103.64	6.19	19.37	129.20
Roll-Off Relocation	133.46	4.76	138.22	138.22	8.24	25.85	172.31
Roll-Off Demurrage (Per Day - If No Dumps in 30 Days)	20.01	0.71	20.72	20.72	1.24	3.87	25.83
Roll-Off Roll-Top Rental	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Storage Box Delivery, Relocation, Removal	133.46	4.76	138.22	138.22	8.24	25.85	172.31

**Expiring June 30, 2032, each Single Family unit will receive three Carts comprising of one 96-gallon black cart for Solid Waste, one 96-gallon blue cart for source-separated Recyclable Materials, and one 96-gallon green cart for source-separated Organic Waste, collected once per week without charge. This excludes all other carts, services, and other fees provided to such customers or chargeable hereunder, which will be billed directly to customers effective immediately.



NOTICE OF PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF IRWINDALE REGARDING PROPOSED INCREASES TO EXISTING SOLID WASTE RATES

To Business, Resident Property Owner:

This notice is to inform you the City of Council of the City of Irwindale ("City") will hold a public hearing to consider the adoption of new and increased rates for the collection and disposal of trash, recycling, and organic waste services within the City (collectively, "Solid Waste Services"). Solid Waste Services are performed by Arakelian Enterprises, Inc., dba Athens Services, the City's franchised solid waste, recycling, and organics collector/hauler. **The public hearing will be held in-person and virtually at the City of Irwindale Council Chambers, located at 5050 N. Irwindale Avenue, Irwindale, CA 91706, on Wednesday, March 8, 2023 at 6:30 p.m.** or as soon thereafter as the matter may be heard.

At the public hearing, the City Council will consider all public comments in support of and in opposition to the proposed rate increases and whether or not a majority protest exists pursuant to the California Constitution as stated below. If approved, the proposed rate adjustments would take effect on April 1, 2023.

This notice is being mailed to the owner of record of each identified parcel or customers responsible for paying for Solid Waste Services. Consistent with the requirements of Proposition 218, this notice provides the following information:

- Date, Time and Place of the Public Hearing
- Reasons for the Proposed Rate Adjustments
- Basis Upon Which the Proposed Rate Increase is Calculated
- Proposed Rate Increase Amounts
- Majority Protest Procedures (including a Protest Form)

BACKGROUND

On April 13, 2011, the City entered into an Exclusive Franchise Agreement with Arakelian Enterprises, Inc., dba Athens Services to provide Residential & Commercial Solid Waste Hauling Services. The exclusive franchise agreement includes, among other terms, a provision on the maximum service rates for solid waste and an annual rate adjustment to the maximum service rates. The City of Irwindale is holding a Proposition 218 Public Hearing to consider and adopt maximum service rates with a special adjustment effective April 1, 2023, an annual rate adjustment formula effective July 1, 2023 for each of the next five years, and certain discounts, with certain City fees. The adjustments are necessary to implement new required law by the State of California.

PROPOSED RATE CALCULATION

The rate structure for monthly Solid Waste Services is for three customer classes: (i) Single family; (ii) Multi-family; and (iii) Commercial. The rates for Solid Waste Services for each customer class is determined based on: (i) the size of the container serving the property; (ii) the materials accepted in the container (e.g., trash, recyclables, or organic waste) serving the property; and (iii) the frequency of pickups per week. Maximum service rates for Single Family units will receive base service without charge until June 30, 2032.

The City and Athens Services have met and conferred in good faith to negotiate the maximum service rates. The proposed adjustments to the maximum service rates are necessary for Athens Services to provide mandatory organic waste collection services pursuant to regulations implementing Senate Bill (SB) 1383 (Chapter 395,

Statutes of 2016). These services include, but are not limited to organics and recycling collection, edible food recovery, education and outreach, procurement requirements, capacity planning for the future, monitoring for compliance, and support for reporting requirements. Other portions of the Solid Waste Services include City fees charged to administer the waste management franchise and comply with state mandates (including, but not limited to AB 939) relating to Solid Waste Services.

WAIVER FROM SB 1383 ORGANICS WASTE PROGRAM

Residents and businesses must separate organic waste (such as yard waste and food waste) from other trash to be managed at a facility other than the landfill. To accomplish this, all property owners, residents, and businesses will be required to enroll in collection services for trash, recyclables, and organic waste. Recycling services include processing of recyclables and organic wastes collected from all customers at state-regulated facilities.

Businesses have the opportunity to submit for a De Minimis or Physical Space Waiver to be exempt from source separated organics waste recycling, if they fall under one of the following categories:

De Minimis Waiver

- ☐ Total solid waste collection service is 2 cubic yards or more per week and organic waste subject to collection in a green container comprises less than 20 gallons per week per applicable container of the business' total waste; or
- ☐ Total solid waste collection services is less than two cubic yards per week and organic waste subject to collection in green container comprises less than 10 gallons per applicable container of the business' total waste.

Physical Space Waiver

- ☐ Submit a request and provide documentation proving the premise lacks adequate space for a Green Container(s).

See Irwindale Municipal Code 8.22.060 for the full requirements and documents needed to request a waiver.

RATE ADJUSTMENTS

As described below, the rate adjustments consist of a special adjustment, an annual Consumer Price Index (CPI) adjustment, and certain City fees, as specified in Table 1. Customers may also qualify for certain discounts.

Special Adjustment (3.57%)

Effective April 1, 2023, a proposed one-time special adjustment of 3.57% would be applied to current maximum service rates for Solid Waste Services as a result of the required SB 1383 regulations including but not limited to organic waste recycling, education, monitoring, inspections, and reporting. Please see Table 1: Athens Maximum Rate Schedule for a comparison of the current maximum service rates as of July 1, 2022 compared to the new maximum service rates adjusted by 3.57%.

Annual CPI Adjustment

For the fiscal year beginning July 1, 2023, and annually thereafter on July 1 through and including July 1, 2027, the April 2023 maximum rates, as provided in Table 1, would be automatically adjusted annually based upon the annual percentage change April 1st to March 30th in the CPI for All Urban Consumers in the Los Angeles/Anaheim/Riverside area (CPI-U), plus 1%. There is a rate adjustment limitation clause that states in any year where the CPI-U plus 1% exceeds 6%, then that portion of the CPI that exceeds 6% will be agendized for approval by the City Council. Prior to the five (5)-year period ending June 30, 2028, and each five (5) years thereafter, the City Council will agendize a vote to consider the adoption of an extension to the annual CPI Adjustment.

Maximum service rates for Single Family units will be adjusted annually but such customers shall receive base service without charge until June 30, 2032.

City Fees

Athens Services shall pay City a franchise fee equaling 15% of gross revenues generated from Solid Waste Services. In addition, Athens Services shall pay City an AB 939 Fee of 4.78% of gross revenues generated from Solid Waste Services.

Discounts (Organic Waste Service)

For businesses required to source separate their organic waste, Athens Services and the City negotiated a discounted rate in connection with the City's mandatory organic waste services program. The discounted rate allowed for businesses to receive a 75% discount beginning January 1, 2022; a 50% discount beginning January 1, 2023 and a 25% discount beginning January 1, 2024. Beginning January 1, 2025, customers are required to pay the full cost of organic waste services. Please see Table 2 outlining this information.

MAJORITY PROTEST PROCEDURES

Proposition 218 prohibits the City from implementing an increase in the rates if a majority of the affected property owners or tenants file written protests opposing the rates before the end of the public hearing. To count toward this majority, you can submit your written protest using the form provided at the end of this section, write a letter to the City following the requirements listed below, or hand deliver it at the public hearing before public testimony closes. Only one written protest per affected property may be counted towards the majority protest.

Under Section 6 of Article XIII D of the California Constitution, any of the following persons may submit a written protest against the Proposed Rate Increase to the City Clerk, before the close of the public hearing referenced above:

- Any owner of property (parcel(s)) receiving Solid Waste Services within the City limits. If the person(s) signing the protest, as an owner, is not shown on the last equalized assessment roll as the owner of the parcel(s), then the protest must contain or be accompanied by written evidence the person signing the protest is the owner of the parcel(s) receiving Solid Waste Services; and/or
- A tenant-customer(s) whose name appears on the City's records as the customer of record for the corresponding parcel

receiving Solid Waste Services within the City limits.

A valid protest must be (i) written, (ii) have a clear statement of protest of the increase in the solid waste rates, (iii) identify the legal interest of the person protesting, and (iv) identify the address or assessor parcel number of the property. (A protest form is attached, below.) In order to be valid, a protest must bear the original signature of the party with an interest in the property identified on the protest. Protests not bearing the original signature shall not be counted. Protests shall be submitted to the City Clerk for the City, either by delivery (mail or personal) to the City Clerk's Office or by submitting the protest at the public hearing before the close of public testimony. Written protests will not be accepted by e-mail or by facsimile. No postmarks will be accepted. Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest, the City Council welcomes input from the community during the public hearing on the Proposed Rate Increases.

Any person who submits a protest may withdraw it by submitting to the City Clerk a written request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or record customer who submitted both the protest and the request that it be withdrawn. To ensure transparency and accountability in the fee protest tabulation, protests shall constitute disclosable public records from when they are received.

Written protests regarding the solid waste rate increase may be mailed to:

ATTENTION: CITY CLERK
City of Irwindale
5050 N. Irwindale Avenue,
Irwindale, CA 91706

Please identify on the front of the envelope of any protest, "2023 Public Hearing on Solid Waste Rate Increases."

Any mailed protest must be received by the City Clerk, before 5:00 p.m. on March 8, 2023. Written protests may also be personally delivered to the City Clerk at 5050 N. Irwindale Avenue, Irwindale, CA 91706 on March 8, 2023, before the public testimony portion of the public hearing is closed.

If valid written protests are presented by a majority of owners and/or tenants-customers of parcels receiving Solid Waste Services within the City limits, then the City will not adjust/increase the solid waste disposal rates. Only one protest per parcel will be counted in determining whether or not a majority

protest exists.

The City is conducting this Proposition 218 Public Hearing out of an abundance of caution and without conceding the applicability of Proposition 218 to Solid Waste Services.

QUESTIONS

If you have any questions regarding the fees or the process, please contact the Public Services Department at (626) 430-2231, or visit the City of Irwindale City Clerk's Office, located at 5050 N. Irwindale Avenue, Irwindale, CA 91706.

TABLE 1: MAXIMUM RATE SCHEDULE

Residential Barrels		Current Fees	New Fees (April 2023)
3 96 Gallon Barrels	Trash, Recycle, & Organics Base Service	36.78	38.09
1 Extra 96 Gallon Barrel	1 Trash (Black), 1 Recycle (Blue), or 1 Organics (Green)	18.47	19.12

Maximum service rates for Single Family units will be adjusted annually but such customers shall receive the base service below without charge until June 30, 2032

Commercial Barrels		Current Fees	New Fees (April 2023)
Each 96 Gallon Barrel		69.71	72.19

Bin	Frequency		Current Fees	New Fees (April 2023)
1	1X	1 day/week pickup	206.33	213.69
1	2X	2 day/week pickup	332.69	344.57
1	3X	3 day/week pickup	452.43	468.58
1	4X	4 day/week pickup	562.84	582.93
1	5X	5 day/week pickup	711.48	736.88
1	6X	6 day/week pickup	876.89	908.20
1.5	1X	1 day/week pickup	215.28	222.96
1.5	2X	2 day/week pickup	347.14	359.53
1.5	3X	3 day/week pickup	472.08	488.93
1.5	4X	4 day/week pickup	587.28	608.25
1.5	5X	5 day/week pickup	742.36	768.87
1.5	6X	6 day/week pickup	914.93	947.59
2	1X	1 day/week pickup	259.15	268.40
2	2X	2 day/week pickup	413.71	428.49
2	3X	3 day/week pickup	565.02	585.19
2	4X	4 day/week pickup	727.78	753.76
2	5X	5 day/week pickup	867.52	898.50
2	6X	6 day/week pickup	1,062.56	1,100.49

3	1X	1 day/week pickup	295.21	305.74
3	2X	2 day/week pickup	494.71	512.37
3	3X	3 day/week pickup	671.09	695.05
3	4X	4 day/week pickup	861.30	892.05
3	5X	5 day/week pickup	1,054.91	1,092.57
3	6X	6 day/week pickup	1,269.65	1,314.98
4	1X	1 day/week pickup	370.74	383.98
4	2X	2 day/week pickup	602.17	623.66
4	3X	3 day/week pickup	824.72	854.17
4	4X	4 day/week pickup	1,041.61	1,078.80
4	5X	5 day/week pickup	1,277.65	1,323.26
4	6X	6 day/week pickup	1,539.37	1,594.32
6	1X	1 day/week pickup	480.56	497.71
6	2X	2 day/week pickup	785.58	813.63
6	3X	3 day/week pickup	1,068.30	1,106.43
6	4X	4 day/week pickup	1,391.68	1,441.36
6	5X	5 day/week pickup	1,697.83	1,758.44
6	6X	6 day/week pickup	1,988.25	2,059.23

Roll-off		Current Fees		New Fees (April 2023)	
Standard Roll-off Plus Dump		365.84		378.90	
Compactor Roll-off Plus Dump		406.29		420.80	
Plus Dump at MRF		150.35		155.73	
Wash Out		373.77		387.11	
SCHEDULE OF OPTIONAL & OTHER RATES		FREQUENCY		CURRENT FEE	NEW FEES (April 2023)
30 Yard or Less Roll-off or Compactor Organics					
Haul				398.42	412.64
Disposal/Ton				166.38	172.31
Primary Organics Barrels (35 Gallon Barrel)		1X	1 day/week pickup	99.75	103.31
		2X	2 day/week pickup	172.77	178.94
		3X	3 day/week pickup	245.80	254.58
		4X	4 day/week pickup	318.81	330.19
		5X	5 day/week pickup	391.85	405.84
		6X	6 day/week pickup	464.87	481.46
Additional Organics Barrels (35 Gallon Barrel)		1X	1 day/week pickup	84.80	87.82
		2X	2 day/week pickup	146.84	152.09
		3X	3 day/week pickup	208.91	216.37
		4X	4 day/week pickup	271.00	280.67
		5X	5 day/week pickup	333.04	344.93
		6X	6 day/week pickup	395.13	409.24
Primary Organics Barrels (64 Gallon Barrel)		1X	1 day/week pickup	133.00	137.75
		2X	2 day/week pickup	230.35	238.57
		3X	3 day/week pickup	327.73	339.44

	4X	4 day/week pickup	425.08	440.26
	5X	5 day/week pickup	522.46	541.11
	6X	6 day/week pickup	619.81	641.94
Additional Organics Barrels (64 Gallon Barrel)	1X	1 day/week pickup	113.04	117.08
	2X	2 day/week pickup	195.81	202.79
	3X	3 day/week pickup	278.56	288.51
	4X	4 day/week pickup	361.32	374.22
	5X	5 day/week pickup	444.09	459.95
	6X	6 day/week pickup	526.85	545.66
1.5 Cubic Yard - First Bin	1X	1 day/week pickup	281.33	291.38
	2X	2 day/week pickup	547.62	567.16
	3X	3 day/week pickup	813.92	842.98
	4X	4 day/week pickup	1080.20	1118.76
	5X	5 day/week pickup	1346.49	1394.56
	6X	6 day/week pickup	1612.76	1670.34
1.5 Cubic Yard - Each Additional Bin	1X	1 day/week pickup	230.80	239.04
	2X	2 day/week pickup	446.57	462.51
	3X	3 day/week pickup	662.30	685.95
	4X	4 day/week pickup	878.06	909.41
	5X	5 day/week pickup	1093.81	1132.87
	6X	6 day/week pickup	1309.57	1356.31
2 Cubic Yard - First Bin	1X	1 day/week pickup	347.08	359.47
	2X	2 day/week pickup	677.81	702.01
	3X	3 day/week pickup	1008.55	1044.55
	4X	4 day/week pickup	1339.25	1387.06
	5X	5 day/week pickup	1669.98	1729.60
	6X	6 day/week pickup	2000.69	2072.11
2 Cubic Yard - Each Additional Bin	1X	1 day/week pickup	296.58	307.17
	2X	2 day/week pickup	576.76	597.35
	3X	3 day/week pickup	856.93	887.52
	4X	4 day/week pickup	1137.14	1177.74
	5X	5 day/week pickup	1417.31	1467.91
	6X	6 day/week pickup	1697.47	1758.07
OPTIONAL SERVICES & OTHER CHARGES				
All Accounts				
Declined Payment (Any Reason)			41.58	43.05
Stop Service			41.58	43.05
Resume Services			41.58	43.05
All Accounts: Organic Container Contamination:				
First Offense			N/A	59.94
Second Offense			N/A	119.87
Third Offense			N/A	299.68
Residential Cart Services				

Extra Bulky Item Pick-Up - First Item		34.82	36.07
Extra Bulky Item Pick-Up - Each Additional Item		20.91	21.65
Temporary Bin Services			
Temporary Bin Charge		232.89	241.21
Temporary Bin with Scout Service		307.76	318.75
Temporary Bin Lock Lid Installation - Per Lock		41.57	43.05
Temporary Bin Extra Dump		224.57	232.58
Commercial Bin Services			
Permanent Bin Scout (Per Bin x Frequency)		9.05	9.38
Permanent Bin Lock Lid Installation - Per Lock		41.57	43.05
Permanent Bin Lock Lid Service - Per Lock & Frequency		19.97	20.38
Permanent Bin Clean-out/Wash-out		74.84	77.51
Permanent Bin Organic Waste Contamination Fee		350.74	363.26
Permanent Bin Extra Dump		83.19	86.16
Permanent Bin Excess Waste		83.19	86.16
Permanent Bin Excess Weight		83.19	86.16
Permanent Bin Dead-Run or Go-Back		83.19	86.16
Permanent Bin Delivery		83.19	86.16
Permanent Bin Exchange		83.19	86.16
Permanent Bin Removal		83.19	86.16
Permanent Bin Bin Exchange with Metal Lids		299.45	310.15
Permanent Bin Bin Fabrication Charge		382.59	396.25
Permanent Bin Waste Audit Fee		N/A	179.81
Industrial Roll-Off Services			
Roll-Off Dead-Run or Go-Back		124.75	129.20
Roll-Off Relocation		166.38	172.31
Roll-Off Demurrage (Per Day - If No Dumps in 30 Days)		24.95	25.83
Roll-Off Roll-Top Rental		83.19	86.16
Storage Box Delivery, Relocation, Removal		166.38	172.31

The current and new fees listed above include the City fees such as Franchise and AB 939 fees.

TABLE 2: ORGANICS WASTE SERVICES CREDIT

CALENDAR YEAR	CREDIT
January 1 – December 31, 2022	75% (customer will pay 75% of organic waste services rate)
January 1 – December 31, 2023	50% (customer will pay 50% of organic waste services rate)
January 1 – December 31, 2024	25% (customer will pay 25% of organic waste services rate)
January 1, 2025 +	0% Full Implementation Cost

PROPOSITION 218 SOLID WASTE, RECYCLING, AND ORGANICS COLLECTION SERVICES RATE INCREASE PROTEST FORM

You can use this form to protest the City of Irwindale solid waste, recycling, and organics collection services rate increases ("Proposed Rate Increases"). For more information about the Proposed Rate Increases, please refer to the Notice of Public Hearing Regarding Proposed Solid Waste, Recycling, and Organics Collection Services Rate Increases for owners and tenant (customer(s)). If you object to the proposed solid waste, recycling, and organics collection services rate increases, you **MUST** file a valid written protest with the City.

Written protests regarding the Proposed Rate Increases may be mailed to (postage required):

ATTENTION: CITY CLERK

City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please identify on the front of the envelope for any protest, "2023 Public Hearing on Solid Waste Rate Increases." Any mailed protest must be received by the City Clerk before 5:00 p.m. on March 8, 2023. Written protests may also be personally delivered to the City Clerk at City of Irwindale, 5050 N. Irwindale Avenue, Irwindale, CA 91706 on March 8, 2023, before the public testimony portion of the public hearing is closed. Protests will be accepted and tabulated in compliance with Proposition 218.

-----OFFICIAL WRITTEN PROTEST-----

PROPOSITION 218 PROTEST FORM

By signing the form below, I protest the proposed solid waste, recycling, and organics collection rate increases and affirm under penalty of law that I am the owner, authorized representative of the owner, or tenant (customer(s)) of the below parcel.

PROPERTY INFORMATION (*Provide either the property address **OR** parcel number*):

Property Address: _____
Irwindale, CA 91706 **OR**

Parcel Number (APN): _____

SUBMITTED BY:

Check as Applicable: ☐ Owner ☐ Tenant or Customer

Print Name: _____

Signature: _____
(*Original Signatures only; copies of signatures will not be counted*)

Date: _____, 2023

**IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706**

SA Item A-1-B

**FEBRUARY 8, 2023
WEDNESDAY
8:52 P.M.**

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

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

Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Robert Castro, Interim Chief of Police; Theresa Olivares, Assistant City Manager; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Burrola, seconded by Councilmember Breceda, to approve the Consent Calendar. The motion was unanimously approved.

**ITEM NO. 1A1
MINUTES**

MINUTES

The following minutes were approved:

- 1) Special joint meeting held January 11, 2023
- 2) Regular meeting held January 11, 2023

**ITEM NO. 1B
WARRANTS**

WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

NEW BUSINESS

**ITEM NO. 2A
ANNUAL
COMPREHENSIVE
FINANCIAL REPORT**

**ANNUAL COMPREHENSIVE FINANCIAL REPORT (Joint with
Successor Agency and Housing Authority)**

DIRECTOR BORHANI

Director Borhani presented the report and made a PowerPoint presentation.

SUCCESSOR AGENCY MINUTES
REGULAR MEETING

FEBRUARY 8, 2023
PAGE 2

MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz commended the community, staff, commissioners, and the members of the Council for working together to make sound financial decisions.
COUNCILMEMBER BURROLA	Councilmember Burrola thanked the members of the Finance Department for their collaboration and asked about the auditing process for next year, to which Director Borhani advised that the auditors change the documentation sample size every year and analyze certain items more extensively than others. Director Borhani added that staff is also pursuing every grant opportunity available, and that the auditors audit grants especially thoroughly.
COUNCILMEMBER GARCIA	Councilmember Garcia noted a typo in the meeting documentation.
MAYOR ORTIZ	Mayor Ortiz thanked the Finance staff and the auditing firm for their work on this item.
DIRECTOR BORHANI	Director Borhani acknowledged the hard work of the city Finance Department as well as the input from staff from the various city departments.
MOTION	A motion was made by Councilmember Burrola, seconded by Councilmember Breceda, to receive and file the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal Year ended June 30, 2023. The motion was unanimously approved.
<u>PUBLIC HEARINGS</u>	None.
<u>ADJOURNMENT</u>	There being no further business to conduct, the meeting was adjourned at 8:53 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

HA Item A-1-A

FEBRUARY 8, 2023
WEDNESDAY
8:54 P.M.

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

Present: Board Members Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia; Vice Chair Albert F. Ambriz; Chair H. Manuel Ortiz

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Robert Castro, Interim Chief of Police; Theresa Olivares, Assistant Executive Director; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; and Laura Nieto, Chief Assistant Authority Secretary

AB 2449 DISCLOSURES None.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Breceda, seconded by Board Member Burrola, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Special joint meeting held January 11, 2023
- 2) Regular meeting held January 11, 2023

NEW BUSINESS

ITEM NO. 2A
**ANNUAL
COMPREHENSIVE
FINANCIAL REPORT**

ANNUAL COMPREHENSIVE FINANCIAL REPORT (Joint with Successor Agency and Housing Authority)

DIRECTOR BORHANI

Director Borhani presented the report and made a PowerPoint presentation.

VICE CHAIR AMBRIZ

Vice Chair Ambriz commended the community, staff, commissioners, and the members of the Board for working together to make sound financial decisions.

BOARD MEMBER BURROLA	Board Member Burrola thanked the members of the Finance Department for their collaboration and asked about the auditing process for next year, to which Director Borhani advised that the auditors change the documentation sample size every year and analyze certain items more extensively than others. Director Borhani added that staff is also pursuing every grant opportunity available, and that the auditors audit grants especially thoroughly.
BOARD MEMBER GARCIA	Board Member Garcia noted a typo in the meeting documentation.
CHAIR ORTIZ	Chair Ortiz thanked the Finance staff and the auditing firm for their work on this item.
DIRECTOR BORHANI	Director Borhani acknowledged the hard work of the city Finance Department as well as the input from staff from the various city departments.
MOTION	A motion was made by Board Member Burrola, seconded by Board Member Breceda, to receive and file the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal Year ended June 30, 2023. The motion was unanimously approved.
<u>PUBLIC HEARINGS</u>	None.
<u>ADJOURNMENT</u>	There being no further business to conduct, the meeting was adjourned at 8:54 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

**IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706**

RA Item A-1-A

**DECEMBER 14, 2022
WEDNESDAY
8:58 P.M.**

The Irwindale **RECLAMATION AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

Present: Board Members Mark A. Breceda, Larry G. Burrola,
Manuel R. Garcia; Vice Chair Albert F. Ambriz;
Chair H. Manuel Ortiz

Also present: Julian A. Miranda, Executive Director; Adrian Guerra,
General Counsel; Theresa Olivares, Assistant Executive Director;
Arsanious Hanna, Director of Engineering / Building Official; Kambiz
Borhani, Director of Finance / City Treasurer; Marilyn Simpson,
Community Development Director; Mary Hull, Human Resources
Manager, Elizabeth Rodriguez, Public Works Services Director; Jeff
Wagner, Information Technology Manager; and Laura Nieto, Chief
Assistant Authority Secretary

ANNOUNCEMENT

CHIEF ASSISTANT
AUTHORITY
SECRETARY NIETO

Chief Assistant Authority Secretary Nieto announced the following:

"As required by Government Code Section 54954.3, members of the
City Council are also members of the Reclamation Authority, which is
concurrently convening with the City Council this evening and each
Council Member is paid an additional stipend of \$300 for attending
the Reclamation Authority meeting."

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

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

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting held May 26, 2022
- 2) Regular meeting held September 14, 2022

ITEM NO. 1B
2022 4th QUARTER
MINING REPORT OF
NINE (9) SMARA PITS

2022 4th QUARTER MINING REPORT OF NINE (9) SMARA PITS

The report was received and filed.

ITEM NO. 1C **INVESTMENT QUARTERLY REPORT – SEPTEMBER 30, 2022**
INVESTMENT
QUARTERLY REPORT – The Investment Quarterly Report for September 30, 2022, was
SEPTEMBER 30, 2022 received and filed.

NEW BUSINESS None.

PUBLIC HEARINGS None.

ADJOURNMENT There being no further business to conduct, the meeting was
adjourned at 8:59 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

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

City of
IRWINDALE
AGENDA REPORT

RA Item A-2

Date: March 8, 2023
To: Honorable Chairman and Members of the Irwindale Reclamation Authority
From: Julian A. Miranda, Executive Director
Issue: 2023 First Quarter Mining Report of Nine (9) SMARA Pits

Executive Director's Recommendation:

That the Irwindale Reclamation Authority receive and file this report.

Administrative Action:

Submitted by:

William K. Tam
Interim Authority City Engineer/Building Official

Prepared by:

Francisco Carrillo
Construction Compliance Manager

Reviewed by:

Kambiz Borhani
Authority Finance Director / Authority Treasurer

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

The table below summarizes the 2023 first quarter estimated mining production of five (5) pits governed by the Surface Mining and Reclamation Act of 1975 (SMARA Pits) currently conducting mining activity in the City.

Mine Site	Estimated Production December 2022 through February 2023 (Tons)	Estimated Remaining Reserve (Tons)
Lehigh Hanson Pit	404,629	51,605,692
Peck Road Gravel Pit	13,000	172,000
Vulcan Reliance I	527,463	22,863,584
Vulcan Durbin	475,633	29,835,119
Olive Pit	383,849	28,707,551

A total of approximately *1,804,574 tons* of material were produced during the reporting period, December 2022 through February 2023, from the five (5) SMARA Pits listed above. This is approximately *114,711 tons* less than reported in the previous quarter.

Below is a summary of the first quarter and current activity of the remaining four (4) SMARA Pits in the City.

Mine Site	Status	Activity
United Pit No. 2	Under Reclamation	Fill Operations for Mine Reclamation
United Pit No. 3	Under IMP Review*	Inactive
United Pit No. 4	Active	Processing Plant
Azusa Western Pit	Idle (IMP)	Inactive

*United Pit No. 3 Interim Management Plan (IMP) is currently under review. Thus, no production was reported and it is estimated that 370,470 tons of reserves remain for future mining.

During the 2023 first quarter reporting period, reclamation activity was reported from three (3) SMARA Pits. Following is a summary of the reclamation activity at these three SMARA Pits:

Mine Site	Estimated Fill Placed December 2022 through February 2023 (C.Y.)
Lehigh Hanson Pit	35,326
United Pit No. 2	168,903
Vulcan Durbin Pit	73,200

As to the status of the City owned Olive Pit, CA Mine ID # 91-19-0052:

The start of construction for the traffic signal at Los Angeles Street and the Olive Pit Driveway which was scheduled for February 2023 will be delayed by approximately two (2) months to acquire the consent or right of entry from Metrolink. United Rock Products, anticipates completion of this traffic signal by July 2023. The traffic signal at the intersection

of Azusa Canyon Road and Los Angeles Street has been delayed due to staff changes from all agencies involved in the approval of the design and construction of this traffic signal. United continues to work with its consultants and the various agencies on completing this signal and anticipates a start for the project in late 2023.

Fiscal Impact:

None

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

City of
IRWINDALE
AGENDA REPORT

RA Item A-3

Date: March 8, 2023
To: Honorable Chair and Members of the Reclamation Authority Board
From: Julian A. Miranda, City Manager/Executive Director
Issue: Investment Quarterly Report for Fiscal Quarter Ending December 31, 2022.

City Manager/Executive Director's Recommendation:

That the Reclamation Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending December 31, 2022.

Administrative Action:

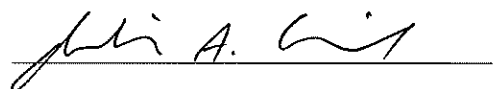
Submitted, Prepared & Reviewed by:

Kambiz Borhani
Authority Finance Director/ Authority Treasurer
(626) 430-2221



Approved by:

Julian A. Miranda, City Manager/Executive Director



Background and Analysis:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments (Investment Report) to the City Council/Board Members for review and compliance with the City's adopted investment policy (City's Investment Policy).

The City's Investment Policy applies to all funds held by the City, Housing Authority, Successor Agency, and Reclamation Authority. The Reclamation Authority's funds are included in the City's cash and investment balances. The Investment Report for the quarter ending December 31, 2022, was presented to the City Council, Housing Authority, and Successor Agency Board on January 25, 2023. The Reclamation Authority Board was not scheduled to meet on that date, and therefore it is appropriate to present the same Quarterly Investment Report to the Reclamation Authority during their next regularly scheduled meeting.

The attached Investment Report summarizes the cash balances and investments as of December 31, 2022, for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, including the Reclamation Authority, which are pooled to maximize the interest yield. The cash balances in the general and money market accounts also include all funds of the City and its agencies, which also earn interest on the pooled cash balances. All investments comply with the City's Investment Policy.

Fiscal Impact:

There is no fiscal impact to receive and file this report.

Attachment:

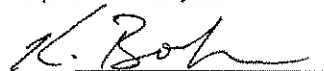
City of Irwindale Investment Report – December 31, 2022

**CITY OF IRVINDALE
INVESTMENT REPORT
December 31, 2022**

SECURITY DESCRIPTION	PAR VALUE / ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MKT VALUE / ENDING BALANCE	INVESTMENT RATINGS
CITY OF IRVINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
BANK OF THE WEST GENERAL ACCOUNT	\$ 370,964	0.36%			\$ 370,964	
WELLS FARGO BANK MONEY MARKET ACCOUNT	\$ 1,100,000	3.92%			\$ 1,447,026	
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$ 48,891,466	2.07%			\$ 47,950,832	
US GOVERNMENT AGENCIES						
FEDERAL HOME LN BKS CONS BD (FHLB)	\$ 5,000,000	0.52%	07/28/21	01/28/25	\$ 4,586,900	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,536,300	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,666,730	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	08/26/26	4,448,850	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,436,300	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,424,100	Aaa / AA+
FEDERAL HOME LN BKS (FHLB)	5,000,000	0.50%	07/28/21	07/28/26	4,426,050	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.42%	08/29/22	11/15/24	935,152	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.45%	08/29/22	12/27/24	934,442	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.28%	08/29/22	02/22/27	915,016	Aaa / AA+
Sub-Total US Government Agencies:	\$ 36,000,000				\$ 32,309,840	
MUNICIPAL BONDS						
CALIFORNIA STATE TAXABLE	\$ 1,000,000	3.35%	08/30/22	04/01/24	\$ 982,355	Aa2 / AA-
BAY AREA CALIFORNIA TOLL AUTHORITY	1,000,000	3.50%	08/30/22	04/01/25	953,732	Aa3 / AA
Sub-Total Municipal Bonds:	\$ 2,000,000				\$ 1,936,087	
CORPORATE BONDS						
Wells Fargo & Company	\$ 2,000,000	6.25%	10/21/22	10/21/27	\$ 2,016,963	A1 / BBB+
Toyota Motor Credit Corporation	1,000,000	5.00%	11/10/22	10/16/25	895,995	A1 / A+
	\$ 3,000,000				\$ 2,912,958	
CERTIFICATES OF DEPOSIT						
BANK OF CHINA	\$ 245,000	3.15%	08/31/22	02/26/24	\$ 240,911	FDIC Insured
JP MORGAN CHASE BANK	245,000	3.40%	08/31/22	08/30/24	240,272	FDIC Insured
APEX BANK	245,000	3.15%	08/31/22	08/30/24	239,255	FDIC Insured
UBS BANK USA	245,000	3.40%	08/31/22	09/02/25	237,716	FDIC Insured
AMERICAN EXPRESS NATIONAL BANK	245,000	3.35%	08/31/22	09/02/25	237,467	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50%	08/31/22	08/31/27	233,781	FDIC Insured
CAPITAL ONE BANK USA	245,000	3.45%	08/31/22	08/31/27	233,315	FDIC Insured
CAPITAL ONE NATIONAL ASSN VA	245,000	3.45%	08/31/22	08/31/27	233,315	FDIC Insured
ALLY BANK	245,000	3.35%	09/01/22	09/01/26	234,928	FDIC Insured
SYNCHRONY BANK	245,000	3.45%	09/02/22	09/02/27	233,306	FDIC Insured
CUSTOMERS BANK	245,000	3.00%	09/06/22	09/06/23	242,474	FDIC Insured
MEDALLION BANK	245,000	3.25%	09/07/22	09/08/25	236,746	FDIC Insured
BMO HARRIS BANK	245,000	3.15%	09/09/22	03/11/24	240,817	FDIC Insured
DR BANK	245,000	3.60%	09/09/22	09/09/26	236,863	FDIC Insured
SAFRA NATIONAL BANK	245,000	3.05%	09/09/22	10/10/23	242,195	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45%	09/09/22	09/09/27	233,308	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45%	09/09/22	09/09/27	233,308	FDIC Insured
TRADITIONAL CAPITAL BANK	245,000	3.30%	09/14/22	03/13/26	235,725	FDIC Insured
PONCE BANK	245,000	3.35%	09/14/22	09/14/27	232,095	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45%	09/19/22	09/20/27	233,148	FDIC Insured
Sub-Total Certificates of Deposit:	\$ 4,900,000				\$ 4,730,944	
Total City of Irwindale Investments (Pooled Funds):	\$ 95,262,420				\$ 91,658,650	
HOUSING AUTHORITY (Funds 11 & 12)						
BANK OF THE WEST GENERAL ACCOUNT	\$ 1,652,086	0.36%			\$ 1,652,086	
LOCAL AGENCY INVESTMENT FUND (LAIF)	5,659,136	2.07%			5,589,017	
	\$ 7,311,222				\$ 7,241,103	
SUCCESSOR AGENCY (Funds 50-66)						
BANK OF THE WEST MONEY MARKET ACCOUNT	\$ 462,357	0.36%			\$ 462,357	
LOCAL AGENCY INVESTMENT FUND (LAIF)	5,292,662	2.07%			5,190,836	
	\$ 5,755,019				\$ 5,653,193	
GRAND TOTAL OF INVESTMENTS	\$108,328,661				\$ 104,552,946	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 8, 2022. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is 1.22 years, and the weighted average yield of the City's pooled investments at cost is 1.29%. Market prices of securities are obtained directly through Bank Statements. Due to timing, Bank of the West General Account balances are pre-reconciled and yield rates are based on the prior month's account analysis statement.

Approved by



Kambiz Borhani, Finance Director / City Treasurer