CITY OF IRWINDALE

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

NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

RECLAMATION AUTHORITY

June 12, 2024

SPECIAL MEETING – 5:00 PM
REGULAR MEETING – 6:30 PM

CLOSED SESSION – CONFERENCE ROOM
OPEN SESSION – CITY COUNCIL CHAMBER

ALBERT F. AMBRIZ - Mayor

LARRY G. BURROLA - Mayor Pro Tem

MARK A. BRECEDA - Councilmember

MANUEL R. GARCIA - Councilmember

H. MANUEL ORTIZ - Councilmember

Via Zoom Webinar: https://us02web.zoom.us/j/87104592389
In the event that a Zoom broadcast is unavailable, staff will promptly notify the public through its social media platforms. The public meeting will proceed in accordance with The Brown Act.
Listen Over Phone: 1-669-900-6833; 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).

Compensation for Board Members: Compensation for the members of the Irwindale City Council is $750.16 a month. In accordance with Government Code Section 54952.3, Councilmembers will not receive any additional compensation or stipend for the convening of the regular meetings of the Successor Agency to the Irwindale Community Redevelopment Agency. Councilmembers will receive additional compensation of $50/meeting, not to exceed $150 per month, for the convening the regular meetings of the Irwindale Housing Authority and an additional compensation of $300/meeting for convening the regular meetings of the Irwindale Reclamation Authority.

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

1. CALL TO ORDER

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

3. AB 2449 DISCLOSURES

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

4. SPONTANEOUS COMMUNICATIONS

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

5. RECESS TO CLOSED SESSION

A. Conference with Labor Negotiator
Pursuant to California Government Code Section 54957.6

1) Agency Designated Representatives: Julian A. Miranda, City Manager; Adrian Guerra, Legal Counsel; Kambiz Borhani, Finance Director; Mary Hull, Human Resources Manager

Employee Organizations: IMEA, ICEA, IPOA, and Unrepresented Employees

2) Agency Designated Representative: Julian A. Miranda, City Manager
Unrepresented Employee: Adrian Guerra, City Attorney

B. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)

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

C. Conference with Legal Counsel - Anticipated Litigation
Significant Exposure to Litigation
[Pursuant to Government Code section 54956.9 (d)(2), (e)(1)]

A point has been reached where, in the opinion of the City Council, upon the advice of its legal counsel based on existing facts and circumstances, that there is a significant exposure to litigation against the City. The facts and circumstances are those that might result in litigation against the City but which the City believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be discussed.

6. RECONVENE IN OPEN SESSION

7. REPORT FROM CLOSED SESSION

8. ADJOURNMENT

REGULAR MEETING

9. CALL TO ORDER

10. PLEDGE OF ALLEGIANCE

11. INVOCATION

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

13. AB 2449 DISCLOSURES

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

14. CHANGES TO THE AGENDA

15. COUNCIL MEMBER TRAVEL REPORTS

16. COUNCILMEMBER COMMENTS

17. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Proclamation - Pride Month

B. Proclamation - Gun Violence Awareness Day in Irwindale

19. CONSENT CALENDAR

A. Minutes of the Special and Regular Meetings held May 22, 2024
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve.

C. Cancellation of August 14, 2024; November 27, 2024; and December 25, 2024 City Council meetings
Department: City Clerk

Recommendation: **Adopt Resolution No. 2024-40-3517** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, CANCELLING REGULAR MEETINGS OF THE CITY COUNCIL SCHEDULED FOR AUGUST 14, 2024, NOVEMBER 27, 2024, AND DECEMBER 25, 2024".

D. Rejection of Claim - Oscar Alassas Castillo v. City of Irwindale
Department: City Clerk

Recommendation: That the City Council reject the claim of Oscar Alassas Castillo against the City of Irwindale and direct staff to send a letter of rejection.

E. Request to Conduct Fireworks Sales – Joseph "Pepe" Miranda Sports Scholarship & Grant Foundation; Columbus Club - Knights of Columbus #5650; and Irwindale Sister City Association
Department: City Clerk

Recommendation: Approve the requests of the following non-profit organizations / corporations / associations that meet the criteria established by the Irwindale Municipal Code to conduct fireworks sales, subject to compliance with all City, County and State regulations: Joseph "Pepe" Miranda Sports Scholarship & Grant Foundation; Columbus Club - Knights of Columbus #5650; and Irwindale Sister City Association.

F. 2nd Reading - Ordinance No. 777
Department: City Clerk

Recommendation: That the City Council **adopt Ordinance No. 777** entitled**,** "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING CHAPTERS 2.28 (PARKS & RECREATION COMMISSION), 2.32 (PLANNING COMMISSION), 2.56 (SENIOR CITIZEN COMMISSION), AND 2.60 (YOUTH COMMISSION) AND ADOPTING CHAPTER 2.30 (CITY COMMISSIONS) WITHIN TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE IRWINDALE MUNICIPAL CODE TO CONSOLIDATE AND ESTABLISH UNIFORMITY AMONG ALL BOARDS AND COMMISSIONS ESTABLISHED BY THE CITY OF IRWINDALE".

G. November 5, 2024 General Municipal Election – Adoption of Resolution
Department: City Clerk

Recommendation: **Adopt Resolution No. 2024-25-3502** entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, (1) CALLING FOR AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CHARTER; (2) REQUESTING CONSOLIDATION OF SUCH ELECTION WITH THE COUNTY OF LOS ANGELES WITH ANY AND ALL ELECTIONS HELD ON SUCH DATE; (3) REQUESTING THE COUNTY OF LOS ANGELES TO PROVIDE SPECIFIC ELECTION ADMINISTRATION SERVICES FOR SUCH ELECTION; (4) ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE FOR SUCH ELECTION REGARDING CANDIDATE STATEMENTS; AND (5) PROVIDING FOR THE DETERMINATION OF TIE VOTES BY LOT

UNLESS THE CITY COUNCIL ADOPTS THE PROVISIONS OF ELECTIONS CODE SECTION 15651 (b) PRIOR TO THE CONDUCT OF THE ELECTION RESULTING IN THE TIE VOTE" reading by title only and waiving further reading thereof.

H. Proposed End-of-Year Closure of City Facilities for 2024
Department: Administration

Recommendation: Approve the closure of some City facilities during the period of Monday, December 23, 2024, through and including Sunday, January 5, 2025, and authorize the City Manager to implement said closure.

I. Investment Policy Review and Delegation of the Investment Authority (Joint Item with Successor Agency, Housing Authority and Reclamation Authority)
Department: Finance

Recommendation: It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority adopt Joint Resolution No. 2024-35-3512, SA 2024-36-3513, HA 2024-05-143, and RA 2024-03-042 entitled, "**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY.**"

J. Amendment No. 1 to Reimbursement Agreement with LIT Reliance II, LP (Clarion & Trammel Crow)
Department: Finance

Recommendation: Approve Amendment No. 1 to the Reimbursement Agreement between the City of Irwindale and LIT Reliance II, LP for the City's consideration and processing of Reliance II Specific Plan development applications.

K. Award Willdan Financial Services Contract for Formation of Community Facilities District
Department: Finance

Recommendation: Approve Agreement with Willdan Financial Services for a not-to-exceed amount of $47,500; and authorize the City Manager to sign the Agreement, subject to final language approval of the City Attorney; and

L. Approve Appropriation of Asset Forfeiture Funds
Department: Police

Recommendation: **Adopt Resolution No. 2024-33-3510,** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING FEDERAL ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT."

M. Appropriation of Supplemental Law Enforcement Services Funds for the Citizen's Option for Public Safety Program (COPS) AB3229
Department: Police

Recommendation: Adopt **Resolution No. 2024-34-3511** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING REVENUES, INTEREST, AND AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF $189,178.15 FOR FISCAL YEAR 2023-24 OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZEN'S OPTION FOR PUBLIC SAFETY PROGRAM (COPS)."

N. Amendment No. 1 to Contract Services Agreement with IMEG Corp. for Design Services of Construction Documents for the Civic Center Exterior Improvements Project; P-1054
Department: Engineering

Recommendation: That the City Council (1) approve and authorize the City Manager to execute Amendment No. 1 to the Contract Service Agreement with IMEG Corp. for design services of construction documents for the Civic Center Exterior Improvements Project to increase the contract amount from $281,620 to $371,300; and (2) approve an amended 15% project contingency in the amount of $55,695 to cover any additional unforeseeable expenses that may arise during design.

O. Acceptance of the Irwindale Aquatic Center - Commercial Pool Heater Replacement Project P-1062
Department: Engineering

Recommendation: That the City Council (1) accept the improvements and maintenance responsibilities for the constructed improvements of the Irwindale Aquatic Center - Commercial Pool Heater Replacement Project P-1062; (2) approve the final Project amount of $83,700 under the construction contract with Waterline Technologies, Inc. (3) authorize the City Clerk to record the Notice of Completion; and (4) authorize the Finance Director to release the 5% retention amount for the Project.

P. Approval of SB1 Road Maintenance and Rehabilitation Account Local Streets and Roads Funding Allocation for Fiscal Year 2024/2025
Department: Engineering

Recommendation: That the City Council (1) approve the SB1 Local Streets and Roads Program proposed project list for Fiscal Year 2024/2025 and authorize staff to submit said list to the California Transportation Commission; and (2) **adopt Resolution No. 2024-42-3519** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024/2025 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017".

20. SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience speak on items not on this agenda that are within the City Council's subject matter jurisdiction. 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 participate (except as stated), it is requested that all such communications be made in writing to be included on the next agenda for full discussion and action

All members of the public are asked to observe the City's Rules of Procedure and Public Meeting Decorum. The City's Rules of Procedure and Public Meeting Decorum can be found on the City's website, and Chapter 2.40 of the Irwindale Municipal Code. You may also contact the City Clerk's Office for copies.

Each speaker will be limited to 3 minutes unless such time limits are extended. 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. The Presiding Officer may, in his or her discretion, extend the 3-minute time limitation for the particular subject for all speakers. Organized groups of persons wishing to address the Council on the same subject should select a spokesperson to represent the group, so as to avoid unnecessary repetition. In no event shall the total amount of speaking time for exceed 6 minutes per person for the subject under discussion.

The Council may regulate a speaker who is speaking too long or out of order, being unduly repetitious, discussing irrelevancies, or extending to items not within its subject matter jurisdiction. Please be reminded that discrimination, abusive use of profanity, unruly disruption, and violent or physically threatening conduct is discouraged. Members of the public shall not disrupt the orderly conduct of the meeting. The Presiding Officer will request that a person cease any disruptive conduct, and if not immediately stopped, will direct the person to be removed from the meeting.

Public Comments will be heard in the following order:

1: In-person attendees

2: Teleconference attendees

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

21. NEW BUSINESS

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

A. Irwindale Chamber of Commerce Services
Department: Economic Development

Recommendation: It is recommended that the City Council approve and authorize the City Manager to execute the following:

1. Services Agreement between the City of Irwindale and the Irwindale Chamber of Commerce beginning July 1, 2024, and expiring on June 30, 2025 in a not to exceed about of $30,000, or provide further direction.

B. Appointment of a Planning Commissioner to Fill an Unscheduled Vacancy for a term expiring December 31, 2025
Department: City Clerk

Recommendation: **Adopt Resolution No. 2024-39-3516** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RESCINDING RESOLUTION NO. 2024-30-3507 AND APPOINTING A MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE TO FILL AN UNSCHEDULED VACANCY" reading by title only and waiving further reading thereof.

C. Consideration Of A Resolution of the City Council of the City of Irwindale Approving a Form Reimbursement Agreement to be Used in Relation to Development Projects Within the City and Authorizing the Execution Thereof by the City Manager Subject to City Attorney Approval as to Form
Department: Administration

Recommendation: That the City Council of the City of Irwindale adopt **Resolution No. 2024-41-3518** entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FORM REIMBURSEMENT AGREEMENT TO BE USED IN RELATION TO DEVELOPMENT PROJECTS WITHIN THE CITY AND AUTHORIZING THE EXECUTION THEREOF BY THE CITY MANAGER SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM”

22. PUBLIC HEARINGS

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

A. Public Hearing for Irwindale Business Center Sewer and Street Lighting Maintenance Assessment Districts
Department: Finance

Recommendation: 1. Conduct a Public Hearing; and

2. **Adopt Resolution No. 2024-43-3520** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2024-2025, BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025, FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE IRWINDALE BUSINESS CENTER; and

3. **Adopt Resolution No. 2024-44-3521** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2024-2025 BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025, FOR

MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE EXISTING IRWINDALE BUSINESS CENTER STREET LIGHTING MAINTENANCE DISTRICT."

B. Adoption of the Fiscal Year 2024-25 Budget and Establishing the Appropriations Limit for Fiscal Year 2024-25

Department: Finance

Recommendation:
It is recommended that the City Council, Housing Authority Board and Reclamation Authority Board convene concurrently to conduct the duly noticed public hearing on the proposed budget.

Following conclusion of the public hearing, the City Council should introduce Ordinance No. 779, and all governing boards should adopt their respective resolutions pertaining to the proposed Fiscal Year 2024-25 Budget, as listed below:

That the City Council introduce City Ordinance No. 779 entitled: "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025,"** reading by title only and waiving further reading thereof.

That the City Council adopt Resolution No. 2024-26-3503 entitled: "**A RESOLUTION OF CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-2025"**

That the Irwindale Housing Authority adopt Resolution No. HA 2024-04-142 entitled: "**A RESOLUTION OF THE BOARD OF THE IRWINDALE HOUSING AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025"**

That the Irwindale Reclamation Authority adopt Resolution No. RA 2024-02-041 entitled: "**A RESOLUTION OF THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025"**

C. GPA 02-2024 A revision to the General Plan Map to change the existing General Plan designation of select properties from Parks to Public/Institutional

Department: Community Development

Recommendation: That the City Council **adopt Resolution No. 2024-37-3514**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AND ADOPTING THE CITY-INITIATED APPLICATION TO AMEND THE COMMUNITY DEVELOPMENT ELEMENT AND LAND USE PLAN MAP OF THE CITY'S GENERAL PLAN (GPA NO. 02-2024) FROM PARK TO PUBLIC/INSTITUTIONAL FOR SELECTED AREAS OF PROPERTIES LOCATED AT: (5050 IRWINDALE AVENUE AND 16053 CALLE DE PASEO (APNS 8417-030-901, 8417-030-902, 8417-031-900), AND FIND THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3)."

D. Zone Ordinance Amendment No. 01-2024, An exemption of public projects from the Irwindale Zoning Code
Department: Community Development

Recommendation: **Adopt Ordinance No. 778**, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING AND ADDING SECTION 17.04.090 ("PUBLIC PROJECT EXEMPTION") TO CHAPTER 17.04 ("GENERAL PROVISIONS AND REGULATIONS") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE TO EXEMPT PUBLIC PROJECTS FROM THE ZONING CODE," and find the project exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3)

E. Zone Change No. 01-2024
Department: Community Development

Recommendation: Staff recommends that the City Council continue Zone Change No. 01-2024 to a date certain, the June 26, 2024, City Council Meeting.

23. CITY MANAGER'S REPORT

24. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

At this time, the City Council will deliberate and discuss whether these items should be placed on a future agenda. In order for any listed item to be placed on a future agenda for substantive discussion or action, the City Council must act by formal motion to direct the City Manager to place the item on a future agenda.

25. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

26. AB 2449 DISCLOSURES

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

27. CONSENT CALENDAR

A. Minutes of the Regular Meeting Held May 22, 2024
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve

C. Investment Policy Review and Delegation of Investment Authority (Joint Item on City Council, Housing Authority and Reclamation Authority)
Department: Finance

Recommendation: It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority adopt Joint Resolution No. 2024-35-3512, SA 2024-36-3513, HA 2024-05-143, and RA 2024-03-042 entitled, "**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY.**"

28. 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.

29. NEW BUSINESS

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

30. PUBLIC HEARINGS

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

31. ADJOURN

HOUSING AUTHORITY

32. AB 2449 DISCLOSURES

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

33. CONSENT CALENDAR

A. Minutes of the Regular Meeting Held May 22, 2024
Department: City Clerk

Recommendation: Approve

B. Investment Policy Review and Delegation of Investment Authority (Joint Item on City Council, Successor Agency, and Reclamation Authority)
Department: Finance

Recommendation: It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority adopt Joint Resolution No. 2024-35-3512, SA 2024-36-3513, HA

2024-05-143, and RA 2024-03-042 entitled, "**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY.**"

34. 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.

35. NEW BUSINESS

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

A. Presentation on Policy Change Regarding the Regulatory Agreement for the Substantial Home Rehabilitation Loan Program
Department: Administration

Recommendation: Receive presentation and provide direction to staff.

36. PUBLIC HEARINGS

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

A. Adoption of the Fiscal Year 2024-25 Budget and Establishing the Appropriations Limit for Fiscal Year 2024-25
Department: Finance

Recommendation: It is recommended that the City Council, Housing Authority Board and Reclamation Authority Board convene concurrently to conduce the duly noticed public hearing on the proposed budgets.

Following conclusion of the public hearing, the City Council should introduce Ordinance No. 779, and all the governing boards should adopt their respective resolutions pertaining to the proposed Fiscal Year 2024-25 Budget, as listed below:

That the City Council **introduce City Ordinance No. 779** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025," reading by title only and waiving further reading thereof.

That the City Council **adopt Resolution No. 2024-26-3503** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-2025"

That the Irwindale Housing Authority **adopt Resolution No. HA 2024-04-142** entitled, "A RESOLUTION OF THE BOARD OF THE IRWINDALE HOUSING AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025"

That the Irwindale Reclamation Authority **adopt Resolution No. RA 2024-02-041** entitled, "A RESOLUTION OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025"

37. ADJOURN

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.

38. AB 2449 DISCLOSURES

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

39. CONSENT CALENDAR

A. Minutes of the Regular Meeting Held March 13, 2024
Department: City Clerk

Recommendation: Approve

B. Investment Policy Review and Delegation of Investment Authority (Joint Item on City Council, Successor Agency, and Housing Authority)
Department: Finance

Recommendation: It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority adopt Joint Resolution No. 2024-35-3512, SA 2024-36-3513, HA 2024-05-143, and RA 2024-03-042 entitled, "**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY.**"

C. 2024 Second Quarter Mining Report of Nine (9) SMARA Pits
Department: Engineering

Recommendation: That the Irwindale Reclamation Authority receive and file this report.

40. 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.

41. NEW BUSINESS

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

42. PUBLIC HEARINGS

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

A. Adoption of the Fiscal Year 2024-25 Budget and Establishing the Appropriations Limit for Fiscal Year 2024-25
Department: Finance

Recommendation: It is recommended that the City Council, Housing Authority Board and Reclamation Authority Board convene concurrently to conduce the duly noticed public hearing on the proposed budgets.

Following conclusion of the public hearing, the City Council should introduce Ordinance No. 779, and all the governing boards should adopt their respective resolutions pertaining to the proposed Fiscal Year 2024-25 Budget, as listed below:

That the City Council **introduce City Ordinance No. 779** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025," reading by title only and waiving further reading thereof.

That the City Council **adopt Resolution No. 2024-26-3503** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-2025"

That the Irwindale Housing Authority **adopt Resolution No. HA 2024-04-142** entitled, "A RESOLUTION OF THE BOARD OF THE IRWINDALE HOUSING AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025"

That the Irwindale Reclamation Authority **adopt Resolution No. RA 2024-02-041** entitled, "A RESOLUTION OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025"

43. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, Housing Authority, and Reclamation Authority, to be held on June 12, 2024, be posted at the City Hall, Library, and Post Office on June 7, 2024.

Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **MAY 22, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **5:30 P.M.**

The Irwindale **CITY COUNCIL** met in a special meeting at the above time and place.

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

Absent: Councilmember Mark A. Breceda

Also Present: Julian A. Miranda, City Manager; Jamie Traxler, Assistant City Attorney; Theresa Olivares, Assistant City Manager; and Armando Hegdahl, Management Analyst

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS None.

RECESS TO CLOSED SESSION At 5:31 p.m., the City Council met in Closed Session to discuss the following:

Conference with Legal Counsel – Anticipated Litigation
Initiation of litigation (Pursuant to Government code Section 54956.9 (d)(4)

Number of cases: One

ACTION: Direction given to staff; no reportable action taken.

Conference with Labor Negotiator
Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Julian A. Miranda, City Manager; Jamie Traxler, Assistant Legal Counsel; Kambiz Borhan, Finance Director; Mary Hull, Human Resources Manager

Employee Organizations: IMEA, ICEA, IPOA, and Unrepresented Employees

ACTION: Discussed, direction given to staff; no reportable action taken.

Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)

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

ACTION: Discussed, direction given to staff; no reportable action taken.

RECONVENE IN OPEN SESSION At 6:38 p.m., the City Council reconvened in Open Session.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 6:40 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **MAY 22, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **6:40 P.M.**

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

ROLL CALL:

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

Absent: Councilmember Mark A. Breceda

Also Present: Julian A. Miranda, City Manager; Jamie Traxler, Assistant City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Armando Hegdahl, Management Analyst

PLEDGE OF ALLEGIANCE

MAYOR AMBRIZ

Mayor Ambriz provided a short biography and introduced Cesar Tapia, who led the Pledge of Allegiance. Mayor Ambriz presented Cesar with a Certificate of Recognition.

AB 2449 DISCLOSURES None.

CHANGES TO THE AGENDA

CITY MANAGER MIRANDA

City Manager Miranda noted a correction to the warrants included in Consent Calendar Item No. 19B and noted that a corrected redline version of the ordinance included with Item No. 21B was distributed to the Council.

COUNCILMEMBER TRAVEL REPORTS

COUNCILMEMBER GARCIA

Councilmember Garcia reported on his attendance at the ICSC conference in Las Vegas and the Contract Cities conference held recently.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola reported on his attendance at the Contract Cities conference.

COUNCILMEMBER ORTIZ

Councilmember Ortiz thanked Police Chief Hofford and Officer Lopez on behalf of Our Lady of Guadalupe Church for expediting a safety and security assessment of the church.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola also congratulated all Irwindale high school and college graduates.

MAYOR AMBRIZ — Mayor Ambriz also reported on his attendance at the Contract Cities conference.

COUNCILMEMBER COMMENTS

MAYOR AMBRIZ — Mayor Ambriz welcomed Veronica Lopez, Field Representative for Assemblymember Blanca Rubio.

VERONICA LOPEZ — Veronica Lopez introduced Abel Casanova as Assemblymember Blanca Rubio's new Field Representative.

ABEL CASANOVA — Abel Casanova introduced himself and stated that he was looking forward to working with City representatives.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS — None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

CERTIFICATE OF RECOGNITION TO THE IRWINDALE ROCKABILITIES PROGRAM

CERTIFICATE OF RECOGNITION TO THE IRWINDALE ROCKABILITIES PROGRAM

The Certificate of Recognition was presented.

CONSENT CALENDAR

MOTION — A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, to approve the Consent Calendar. The motion was unanimously approved; Councilmember Ortiz abstaining on Item No. 19A and Councilmember Breceda absent.

ITEM NO. 19A
MINUTES OF THE SPECIAL AND REGULAR MEETINGS HELD MAY 8, 2024

MINUTES OF THE SPECIAL AND REGULAR MEETINGS HELD MAY 8, 2024

The minutes of the special and regular meetings held May 8, 2024, were approved as presented.

ITEM NO. 19B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 19C
APPROVAL OF MOU WITH THE FBI FOR TRAINING

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION FOR TRAINING FACILITY

The Memorandum of Understanding between the City of Irwindale and the Federal Bureau of Investigation was approved.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

RUTH QUEJIA — Ruth Quejia, a realtor that represents the Aguayo family, requested Council consideration to release the Aguayos out of the covenants tied to their property under the City's housing purchase program, to which Mayor Ambriz stated that staff is looking into the request.

SPANISH SPEAKER — An anonymous Spanish-speaking individual requested assistance from Code Enforcement staff regarding illegal street vendors situated along the 605 freeway and Ramona Boulevard, to which City Manager Miranda advised that City staff has contacted various agencies and noted that CalTrans has committed to fencing off the area but has not provided a timeline for its completion. He added that City resources would be expended to see how the area could be monitored and the problem mitigated.

DENA ZEPEDA — Dena Zepeda spoke on differing points of views between Planning Department staff and residents and requested an update on upcoming housing workshops. She also suggested that staff work with the Aguayo family to release them from housing program covenants.

LETTER FROM TUTORS — A letter received from the Library Department's Tutoring Program was read into the record wherein they requested additional items and supplies.

FRED BARBOSA — Fred Barbosa spoke against mixed-use zoning at the quarry and suggested that it be zoned for commercial uses.

MAYOR AMBRIZ — Mayor Ambriz requested that staff work with the Spanish-speaking individual regarding his concern with illegal street vendors, to which City Manager Miranda advised that he would personally reach out to the speaker to discuss the matter.

CITY MANAGER MIRANDA — City Manager Miranda added that staff plans on holding the housing workshop to discuss the housing program's 45-year covenant. However, staff is also working on a potential policy change for the Residential Rehabilitation Loan Program which may impact the First Time Homebuyer Program policy, and staff wishes to make sure that the Housing Authority Board completes its policy review prior to the

workshops. He added that staff will present additional information to the Council at its June 12 meeting.

NEW BUSINESS

ITEM NO. 21A APPOINTMENT OF A PLANNING COMMISSIONER TO FILL AN UNSCHEDULED VACANCY FOR A TERM EXPIRING DECEMBER 31, 2025	APPOINTMENT OF A PLANNING COMMISSIONER TO FILL AN UNSCHEDULED VACANCY FOR A TERM EXPIRING DECEMBER 31, 2025
CITY MANAGER MIRANDA	City Manager Miranda presented the staff report and made a PowerPoint presentation.
MAYOR AMBRIZ	Mayor Ambriz stated that he would make the first nomination and, if the nomination is unsuccessful, the Mayor Pro Tem would be allowed to make a nomination. If that nomination is also unsuccessful, the remaining Councilmembers would be allowed to make nominations, beginning with Councilmember Garcia and followed by Councilmember Ortiz.
MAYOR AMBRIZ	Mayor Ambriz nominated Nathan Romero.
ROLL CALL	The nomination was unsuccessful: Councilmembers Garcia and Ortiz abstained and Mayor Pro Tem Burrola and Mayor Ambriz in favor.
MAYOR PRO TEM BURROLA	Mayor Pro Tem Burrola nominated Casey Miranda.
ROLL CALL	The nomination was unsuccessful: Councilmember Garcia opposed, Councilmember Ortiz abstained, and Mayor Pro Tem Burrola and Mayor Ambriz in favor.
COUNCILMEMBER GARCIA	Councilmember Garcia nominated Dominique Reyes.
ROLL CALL	The nomination was unsuccessful: Councilmember Garcia in favor, Councilmember Ortiz abstained, and Mayor Pro Tem Burrola and Mayor Ambriz opposed.
COUNCILMEMBER ORTIZ	Councilmember Ortiz nominated Teresa Ortiz.
ROLL CALL	The nomination was unsuccessful: Councilmember Garcia and Mayor Pro Tem Burrola opposed and Councilmember Ortiz and Mayor Ambriz in favor.

MAYOR AMBRIZ — Mayor Ambriz nominated Melissa Carlson.

ROLL CALL — The nomination was unsuccessful: Councilmember Garcia opposed, Councilmember Ortiz abstained, and Mayor Pro Tem Burrola and Mayor Ambriz in favor.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola nominated Marguerite Lopez Sapien.

ROLL CALL — The nomination was unsuccessful: Councilmember Garcia in favor, Councilmember Ortiz opposed, Mayor Pro Tem Burrola in favor, and Mayor Ambriz abstained.

COUNCILMEMBER GARCIA — Councilmember Garcia nominated Teresa Ortiz.

ROLL CALL — The nomination was unanimously approved.

RESOLUTION NO. 2024-30-3507 ADOPTED — **Resolution No. 2024-30-3507**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE TO FILL AN UNSCHEDULED VACANCY FOR A TERM EXPIRING DECEMBER 31, 2025," was adopted on the motion of Councilmember Garcia, seconded by Mayor Ambriz, and unanimously approved (Councilmember Breceda absent), thereby appointing Teresa Ortiz to the Planning Commission.

ANTHONY NARANJO — Anthony Naranjo asked clarifying questions about abstention votes, to which Assistant City Attorney Traxler indicated that abstentions are considered no-votes. Anthony Naranjo suggested that his concern be researched further.

ITEM NO. 21B
CONSOLIDATION AND UPDATE OF IRWINDALE MUNICIPAL CODE SECTIONS REGARDING THE CITY'S BOARDS AND COMMISSIONS

CONSOLIDATION AND UPDATE OF IRWINDALE MUNICIPAL CODE SECTIONS REGARDING THE CITY'S BOARDS AND COMMISSIONS

ASSISTANT CITY MANAGER OLIVARES — Assistant City Manager Olivares presented the staff report.

MAYOR PRO TEM BURROLA — As requested by Mayor Pro Tem Burrola, Assistant City Manager Olivares further detailed the changes to current procedures that the proposed ordinance would enact.

ORDINANCE NO. 777 INTRODUCED FOR FIRST READING

Ordinance No. 777, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING CHAPTERS 2.28 (PARKS & RECREATION COMMISSION), 2.32 (PLANNING COMMISSION), 2.56 (SENIOR CITIZEN COMMISSION), AND 2.60 (YOUTH COMMISSION), AND ADOPTING CHAPTER 2.30 (CITY COMMISSIONS) WITHIN TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE IRWINDALE MUNICIPAL CODE TO CONSOLIDATE AND ESTABLISH UNIFORMITY AMONG ALL BOARDS AND COMMISSIONS ESTABLISHED BY THE CITY OF IRWINDALE," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, and unanimously approved; Councilmember Breceda absent.

ITEM NO. 21C
VERBAL UPDATE ON IRWINDALE PARK IMPROVEMENTS PROJECT, PHASES IV AND V

VERBAL UPDATE ON IRWINDALE PARK IMPROVEMENTS PROJECT, PHASES IV AND V

COUNCILMEMBER GARCIA AND CITY MANAGER MIRANDA

Councilmember Garcia and City Manager Miranda declared potential conflicts of interest and exited the Council Chambers at 7:39 p.m.

DIRECTOR CHAN

Director Chan presented the update and made a PowerPoint presentation.

COUNCILMEMBER ORTIZ

Responding to a question by Councilmember Ortiz, Director Chan advised that the project is scheduled to be completed by June 17.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola thanked Director Chan, who then thanked staff from the Public Works Services and Engineering departments.

PUBLIC HEARINGS

None.

CITY MANAGER'S REPORT

COUNCILMEMBER GARCIA AND CITY MANAGER MIRANDA

Councilmember Garcia and City Manager Miranda returned to the Council Chambers at 7:44 p.m.

CITY MANAGER MIRANDA

City Manager Miranda reported the following:

1) City offices will be closed on May 27 in observance of the Memorial Day holiday.
2) The Fiscal year 2024/2025 Budget Workshop is scheduled for

May 29.

3) A Community Housing Workshop to discuss the 10-acre parcel on Allen Drive has been scheduled for June 3.
4) The Community Development Department is updating the Safety Element and adding an Environmental Justice component, the review of which is scheduled to conclude on June 17.
5) The 45-day public review period for the Gateway Specific Plan will conclude on June 27.
6) Library staff and programs will return to the Library on May 28.
7) The Police Officers Association and the Public Works Association will compete in a cornhole competition on May 30.
8) The Dan Diaz Recreation Center re-opened its doors after the completion of the facility roofing project, which was completed ahead of schedule.
9) He then provided updates on upcoming Recreation and Senior Center events.

FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

MAYOR AMBRIZ — Mayor Ambriz requested that staff present information on what steps need to be taken in order to change the zoning of the Reliance 2 site, where the zoning had been set through an initiative petition by City voters. He stated that the site should be rezoned in order to bring in higher revenue and to improve the quality of life of residents.

COUNCILMEMBER ORTIZ — Councilmember Ortiz agreed with the suggestion and stated that he was opposed to the specific plan for the site.

COUNCILMEMBER GARCIA — Councilmember Garcia concurred and added that information on what could be done with the site should also be presented.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola stated that he too would like more information about the site and the reasons behind a potential site zone change.

MOTION — A motion was made by Mayor Ambriz, seconded by Councilmember Ortiz, to direct staff to prepare and present information on the steps needed in order to change the zoning of the Reliance 2 site. The motion was unanimously approved; Councilmember Breceda absent.

CITY MANAGER MIRANDA — Responding to a question by City Manager Miranda, Mayor Ambriz stated that the information could be presented at the June 26 Council meeting.

MAYOR PRO TEM BURROLA — Responding to several questions by Mayor Pro Tem Burrola, City Manager Miranda advised that staff is working on a Zoning Code update. Assistant City Attorney Traxler added that the Zoning Code update and the Reliance 2 Specific Plan are separate subjects.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 7:54 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
May 2024

Payroll Batch DATE OF ISSUE 5/2/24	427-05-24 DEPARTMENT		AMOUNT
	11 City Council		1,731.15
	13 City Administrative Office		60,304.81
	14 Finance Department		26,933.45
	35 Police Department		216,511.42
	40 Recreation Department		30,218.93
	41 Aquatics Department		8,602.70
	42 Senior Citizens' Center		16,246.07
	44 Library		16,923.07
	51 Planning & Community Development		24,096.51
	52 Public Works - Engineering		25,659.57
	57 Public Works - Services		51,499.97
		Gross Payroll	478,727.65
		Required Deductions	(134,188.05)
		Voluntary Deductions	(20,741.72)
		Net Payroll	323,797.88

Payroll Batch DATE OF ISSUE 5/7/24	407-05-24 DEPARTMENT		AMOUNT
	35 Police Department		1,428.22
		Gross Payroll	1,428.22
		Required Deductions	(287.77)
		Voluntary Deductions	-
		Net Payroll	1,140.45

Payroll Batch DATE OF ISSUE 5/16/24	411-05-24, 412-05-24 DEPARTMENT		AMOUNT
	11 City Council		5,715.81
	13 City Administrative Office		60,145.93
	14 Finance Department		27,154.76
	35 Police Department		191,957.65
	40 Recreation Department		31,170.56
	41 Aquatics Department		11,869.61
	42 Senior Citizens' Center		16,961.85
	44 Library		17,413.22
	51 Planning & Community Development		23,990.76
	52 Public Works - Engineering		25,576.34
	57 Public Works - Services		52,652.69
		Gross Payroll	464,609.18
		Required Deductions	(126,946.70)
		Voluntary Deductions	(22,375.25)
		Net Payroll	315,287.23

Payroll Batch DATE OF ISSUE 5/30/24	525-05-24, 426-05-24 DEPARTMENT		AMOUNT
	11 City Council		1,731.15
	13 City Administrative Office		60,438.41
	14 Finance Department		27,287.53
	35 Police Department		200,432.98
	40 Recreation Department		32,420.92
	41 Aquatics Department		9,992.49
	42 Senior Citizens' Center		16,136.40
	44 Library		16,271.01
	51 Planning & Community Development		23,704.52
	52 Public Works - Engineering		26,049.06
	57 Public Works - Services		52,143.27
		Gross Payroll	466,607.74
		Required Deductions	(117,948.36)
		Voluntary Deductions	(21,047.76)
		Net Payroll	327,611.62

Electronic Payments

May 2024

May 1 - 31, 2024

Number	Vendor Name	Date	Amount
ACH	US Bank	5/10/2024	20,052.37
WFB-26	Fidelity National Title Co	5/14/2024	10,000.00
WFB-27	CJPIA Excess Pool	5/20/2024	16,143.86
		Report Total:	46,196.23

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 6/6/2024 4:48 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
101729	CALIFO56	California State Disbursement Unit	05/16/2024	604.15
101730	CALIFO57	California State Disbursement Unit	05/16/2024	143.07
101731	CITY01	City of Hope	05/16/2024	54.00
101732	FRANC06	Franchise Tax Board	05/16/2024	467.40
101733	IMEA	Irwindale Mgmt Employee Assoc.	05/16/2024	460.00
101734	IRWIND02	Irwindale Police Officers Assoc.	05/16/2024	3,113.00
101735	LOSANG31	Los Angeles County Sheriff's Dept.	05/16/2024	70.60
101736	GARCIA13	Benjamin Garcia	05/16/2024	335.83
101737	1Glendor	Glendora Chevrolet	05/16/2024	5,061.03
101738	GRAC01	Gracing Inc	05/16/2024	3,441.00
101739	HOYEN	Noelle Hoye	05/16/2024	910.00
101740	MAINTE01	Maintex	05/16/2024	155.17
101741	PADILLAM	Melissa Marez	05/16/2024	341.82
101742	OSTERH01	Delfina Osterheim	05/16/2024	359.82
101743	PEER01	Peerless Network, Inc	05/16/2024	3,090.25
101744	PINH01	Ulises Pineda-Hernadez	05/16/2024	4,939.20
101745	LEGAL03	Pre-Paid Legal Services, Inc.	05/16/2024	37.90
101746	PURCHA	Purchase Power	05/16/2024	4,151.82
101747	SCFUELS	SC Fuels	05/16/2024	13,143.86
101748	SMART&	Smart & Final	05/16/2024	1,571.00
101749	SOUTHE24	Southern California Edison	05/16/2024	6,532.57
101750	TEXAS01	Texas Life Insurance Co.	05/16/2024	4,859.84
101751	WAGN01	Jeffrey Wagner	05/16/2024	429.73
101752	WILL01	April Williams	05/16/2024	360.00
101753	OROSCO05	Rebecca Bardales	05/23/2024	97.07
101754	CONCE01	Concentra	05/23/2024	272.00
101755	LACOUN02	County of Los Angeles	05/23/2024	370.00
101756	CROWD01	Taylor Crowder	05/23/2024	3,675.00
101757	PMIDEN	Delta Dental Insurance Company	05/23/2024	583.27
101758	PMIDEN01	Delta Dental of California	05/23/2024	13,312.86
101759	NATION23	National Union Fire Insurance	05/23/2024	745.71
101760	OPTUM01	OptumRx, Inc.	05/23/2024	36,031.69
101761	PAIK01	Sumako Paik	05/23/2024	240.00
101762	SANCH01	Jaycon Sanchez	05/23/2024	846.19
101763	SCE02	Southern California Edison	05/23/2024	42,419.17
101764	STANDA01	Standard Insurance Co. RV	05/23/2024	492.45
101765	STANDA03	Standard Insurance Company	05/23/2024	2,453.46
101766	VISION01	Vision Service Plan - (CA)	05/23/2024	1,842.12
101767	VISION01	Vision Service Plan - (CA)	05/23/2024	4,527.27
101768	CALIFO02	California American Water	05/23/2024	6,138.77
101769	METRO01	Metro Gold Line Foothill Ext. Construction	05/23/2024	3,500.00
101770	BURROL08	Larry Burrola	05/30/2024	1,151.44
101771	ORTIZH	H. Manuel Ortiz	05/30/2024	1,151.44
101772	CALIFO56	California State Disbursement Unit	05/30/2024	604.15
101773	CALIFO57	California State Disbursement Unit	05/30/2024	143.07
101774	FRANC06	Franchise Tax Board	05/30/2024	467.40
101775	ICEA	Irwindale City Employee Assoc.	05/30/2024	1,443.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
101776	LOSANG31	Los Angeles County Sheriff's Dept.	05/30/2024	97.69
101777	AMBRIZ05	Albert Ambriz	05/30/2024	20.00
101778	NEST01	Blue Triton Brands, Inc.	05/30/2024	769.91
101779	BRINK02	Adriana Brinko	05/30/2024	75.00
101780	BURROL08	Larry Burrola	05/30/2024	15.00
101781	BURROL04	Lavina Burrola	05/30/2024	300.00
101782	CASTAN05	Jeanette Castanada	05/30/2024	100.00
101783	ESPINO09	Juan Espino	05/30/2024	400.00
101784	LEDEZMA	Erica Ledezma	05/30/2024	2,160.00
101785	LOGAN01	Barbara Logan	05/30/2024	300.00
101786	LUNA02	Manuel Luna	05/30/2024	657.53
101787	OFFICE03	ODP Business Solutions, LLC	05/30/2024	342.07
101788	SECT01	Sectran Security Inc.	05/30/2024	126.58
101789	verizonw	Verizon Wireless	05/30/2024	2,375.81
101790	VILLA03	Danteandre Villa	05/30/2024	75.00
101791	ACCO01	ACCO Engineering Systems	06/12/2024	2,556.00
101792	ALLCI01	All City Management Services, Inc	06/12/2024	998.10
101793	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	06/12/2024	198.00
101794	AMAZON1	Amazon Capital Services, Inc.	06/12/2024	612.20
101795	ARROWR02	Arrow Restaurant Equipment	06/12/2024	6,217.01
101796	BAKER01	Baker & Taylor Books	06/12/2024	1,639.75
101797	MIJACA	Balcon Holdings, Inc.	06/12/2024	222.00
101798	BRITEW	BriteWorks, Inc.	06/12/2024	64,244.88
101799	CALED	CALED	06/12/2024	500.00
101800	Cat Spec	Cat Specialities Inc	06/12/2024	909.57
101801	CHANDL	Chandler's Air Conditioning &	06/12/2024	996.43
101802	CINTAS	Cintas Corporation #693	06/12/2024	465.18
101803	LACOUN02	County of Los Angeles	06/12/2024	1,709.00
101804	CROWD01	Taylor Crowder	06/12/2024	3,675.00
101805	D&DG01	D & D Golf Car Services, Inc.	06/12/2024	240.00
101806	DAVIDE	David Evans & Associates Inc	06/12/2024	118.40
101807	DIVISI01	Division of the State Architect	06/12/2024	98.80
101808	EBSCOS	EBSCO Subscription Services	06/12/2024	1,471.86
101809	ENVIRO05	Environmental Science Associates (ESA)	06/12/2024	16,746.25
101810	EWINGI	Ewing Irrigation Products, Inc.	06/12/2024	2,422.88
101811	FAST02	Fast Response On-Site Testing	06/12/2024	375.00
101812	FNTC01	FNTC - CORPORATE UTIC	06/12/2024	500.00
101813	FWEP01	FWEP Aquisitioin Inc	06/12/2024	225.46
101814	GEOLOG	Geologic Associates	06/12/2024	48,757.49
101815	GLOBAL02	Global Environmental Training & Consultir	06/12/2024	1,250.00
101816	GRAING	Grainger	06/12/2024	1,400.81
101817	HART02	Robert Hartman	06/12/2024	600.00
101818	HASA01	Hasa Inc.	06/12/2024	1,034.12
101819	HDL01	Hdl Software, LLC	06/12/2024	69.12
101820	HINDER	Hinderliter, De Llamas & Assoc	06/12/2024	5,897.36
101821	INTELL01	Intelli-tech, Inc.	06/12/2024	22,516.44
101822	ITERIS	Iteris, Inc.	06/12/2024	24,171.19
101823	JCSPLU	JC's Plumbing & Backflow Svc	06/12/2024	2,805.44
101824	JOEAGO	Joe A. Gonsalves & Son	06/12/2024	2,375.00
101825	COORYE	Samir M. Khoury	06/12/2024	19,247.50
101826	KIML01	Kimley-Horn and Associates, Inc.	06/12/2024	6,855.00
101827	LANDSC	Landscape Warehouse III Inc.	06/12/2024	781.60
101828	LAWE01	Law Enforcement Medical Services, Inc.	06/12/2024	820.00
101829	LOSANG35	Los Angeles County Police Chief's Associat	06/12/2024	500.00
101830	MIDAS	Manuel C Muratalla	06/12/2024	1,493.46
101831	MARXBR	Marx Bros Fire Extinguisher Co	06/12/2024	710.08
101832	MOUNT01	MNRO Holdings, LLC	06/12/2024	1,148.62

Check No	Vendor No	Vendor Name	Check Date	Check Amount
101833	CREATI04	Model 1	06/12/2024	1,998.71
101834	MORS01	Collette L. Morse	06/12/2024	937.50
101835	MOTOR02	Motorola Solutions	06/12/2024	42,729.05
101836	NOVA01	Nova Geotechnical & Inspection Services -	06/12/2024	21,582.50
101837	OFFICE03	ODP Business Solutions, LLC	06/12/2024	1,755.06
101838	ORKINP	Orkin	06/12/2024	232.99
101839	PLACE01	PlaceWorks, Inc.	06/12/2024	614.55
101840	PROPRINT	Pro Printing, Inc.	06/12/2024	304.19
101841	RANCHO01	Rancho Duarte Florist	06/12/2024	2,408.82
101842	RICOH01	Ricoh USA, Inc	06/12/2024	1,424.97
101843	RICOH02	Ricoh USA, Inc	06/12/2024	1,673.13
101844	ROSENO	RSG Inc.	06/12/2024	1,261.25
101845	SANBER04	San Bernardino Sheriff's Dept	06/12/2024	92.00
101846	SEMA01	SEMA LLC	06/12/2024	387.73
101847	SIERRA01	Sierra Chevrolet	06/12/2024	315.69
101848	SIMG01	Simgel Co. Inc	06/12/2024	243,983.18
101849	SUNBEL02	Sunbelt Rentals	06/12/2024	17,191.83
101850	SWANK01	Swank Motion Pictures, Inc.	06/12/2024	980.00
101851	NORTHR	The Northridge Group, Inc.	06/12/2024	7,853.90
101852	TRIANG01	Triangle Truck Parts	06/12/2024	83.97
101853	UNITED11	United Site Services of CA Inc	06/12/2024	589.50
101854	V&V01	V & V Manufacturing, Inc.	06/12/2024	127.83
101855	ARAM01	Vestis Services, LLC	06/12/2024	207.73
101856	WALT01	Walters Wholesale Electric Co.	06/12/2024	21.90
101857	WESTCO05	West Coast Arborists, Inc.	06/12/2024	10,046.40
101858	HDSUP01	WHITE CAP, L.P.	06/12/2024	4,865.72
101859	WICK01	Wick & Dennis Inc.	06/12/2024	16,300.00
101860	YTIRES	Y Tire Sales	06/12/2024	30.00
			Report Total (132 checks):	814,530.28

Item #19.C.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Cancellation of August 14, 2024; November 27, 2024; and December 25, 2024 City Council meetings

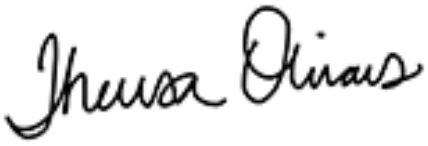
City Manager's Recommendation:

Adopt Resolution No. 2024-40-3517 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, CANCELLING REGULAR MEETINGS OF THE CITY COUNCIL SCHEDULED FOR AUGUST 14, 2024, NOVEMBER 27, 2024, AND DECEMBER 25, 2024".

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk

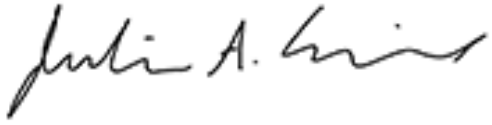
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Staff is proposing 1.) a summer legislative recess cancelling the August 14, 2024, City Council meeting, and 2.) cancelling the November 27, 2024, and December 25, 2024, City Council meetings due to potential City Hall closures.

The cancellation of the August 14, 2024, meeting affords additional time for planning and review of current projects and programs, and provides an opportunity for elected officials and staff to better manage their respective workloads. It is not an uncommon practice in neighboring cities to cancel one or more meetings a year with proper notice to the members of the public.

Because the regularly scheduled second meetings in November and December fall during the holiday season (and City Hall may be closed to the public during the period December 23, 2024, through January 3, 2025), it would be appropriate for the City Council to consider cancelling the meetings of November 27, 2024, and December 25, 2024, as has been done in past years.

Fiscal Impact:

A cost-savings is anticipated as no additional staff time will be utilized for staff overtime during the holiday season.

Attachments:

1. Proposed Resolution No. 2024-40-3517

RESOLUTION NO. 2024-40-3517

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, CANCELLING REGULAR MEETINGS OF THE CITY COUNCIL SCHEDULED FOR AUGUST 14, 2024; NOVEMBER 27, 2024 AND DECEMBER 25, 2024

WHEREAS, the Regular City Council Meetings are held on the second and fourth Wednesday of every month, beginning at 6:30 p.m.; and

WHEREAS, staff is proposing a summer legislative recess by cancelling the regular meeting scheduled for August 14, 2024; and

WHEREAS, the cancellation of this meeting affords additional time for planning and review of current projects and programs; and

WHEREAS, considering these factors, the City Council finds that it would be prudent to cancel the meeting of August 14, 2024; and

WHEREAS, the November 27, 2024 and December 25, 2024 are the second scheduled City Council meetings during the last two (2) months of the year; and

WHEREAS, considering the upcoming 2024 holiday season, the City Council finds that it would be prudent to cancel these meetings.

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

SECTION 1. The City Council finds that the above recitations are true and correct and, accordingly, are incorporated herein as findings and a material part of this Resolution.

SECTION 2. The City Council of the City of Irwindale hereby cancels the regular City Council meetings scheduled for August 14, 2024; November 27, 2024; and December 25, 2024.

SECTION 3. The Chief City Clerk shall certify to the adoption of this Resolution, which shall in turn have immediate effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Irwindale at a regular meeting held on the ____ day of June 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I Laura Nieto, Chief Deputy Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-40-3517 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the ____ day of June 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #19.D.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Rejection of Claim - Oscar Alassas Castillo v. City of Irwindale

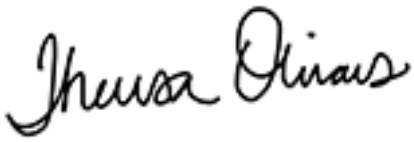
City Manager's Recommendation:

That the City Council reject the claim of Oscar Alassas Castillo against the City of Irwindale and direct staff to send a letter of rejection.

Administrative Action:

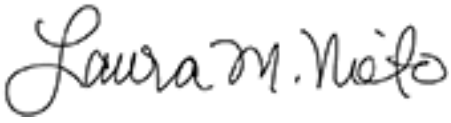
Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk



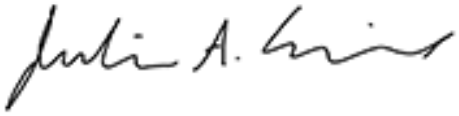
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On April 1, 2024, the City received a claim for damages from claimant Oscar Alassas Castillo. Claimant Castillo alleges that he sustained injuries when he was involved in a traffic collision caused by malfunctioning traffic signals.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim on the basis that the location is not owned, controlled, or maintained by the City of Irwindale. Accordingly, staff is recommending that the City Council reject the claim. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None

Attachments:

1. Rejection Recommendation from Carl Warren & Company
2. Oscar L. Alassas Castillo - 2024-03-08_Redacted

CARL WARREN & COMPANY
Claims Management and Solutions

A VENBROOK Company

October 3, 2023

TO: City of Irwindale

ATTENTION: Laura Nieto

RE:	Claimant	:	Oscar Alassas Castillo
	Member	:	City of Irwindale
	Date Received	:	4/1/24
	Date of Event	:	3/8/24
	CW File Number	:	CJP-3051212

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

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

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

Best Regards

CARL WARREN & CO.

Glen Raphael

Glen Raphael
Senior Claims Examiner

LAW OFFICES OF
FELICIA McGUIRE KATSAROV

8350 ARCHIBALD AVENUE
SUITE 209
RANCHO CUCAMONGA, CA 91730

FELICIA McGUIRE KATSAROV, ESQ.
Attorney At Law

RAUL F. GOCHEZ
Legal Administrator

Telephone: (888) 669-8881
Facsimile: (866) 377-0321
Email: pi@lawfelicia.com

RECEIVED
APR 01 2024
CITY OF IRWINDALE
CITY CLERKS DEPT.

March 27, 2024

City of Irwindale
5050 Irwindale Ave
Irwindale, CA 91706

Attention: City Clerk

RE: Our Client: Oscar L. Alassas Castillo
Date Of Loss: March 8, 2024

To Whom It May Concern:

In this letter, we aim to clarify our position representing our client, Oscar L. Alassas Castillo, regarding an incident that occurred on March 8, 2024, for which we hold the City of Irwindale accountable. Our enclosed documentation, including the Traffic Collision Report, substantiates the city's liability in this matter. We request that all direct communications with our client concerning this claim be immediately redirected to our office. This step is crucial to maintaining the integrity of our client's representation and ensuring that all discussions pertaining to this case are conducted through appropriate legal channels.

The Claim for Damages Form, also enclosed, details the incident and the injuries sustained by our client due to the city's negligence. Specifically, the malfunctioning traffic signals, which led to significant confusion and the eventual collision, underscore the city's failure in its duty to maintain and operate traffic control systems safely. Our client suffered injuries directly from this negligence, highlighting the need for a thorough review and swift action on this claim. We invite a prompt dialogue to address and rectify the situation, with our contact information provided for your convenience to ensure a resolution that acknowledges the seriousness of our client's injuries and the city's responsibility.

Please contact us to discuss the claim. We can be reached at (888) 669-8881, or if you prefer to be paperless, our email address is pi@lawfelicia.com.

Thank you for your courtesy and cooperation.

Very truly yours,

LAW OFFICES OF FELICIA McGUIRE KATSAROV

By: Felicia McGuire Katsarov
Encs.

CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS

1. **Claims for death, injury to person or to personal property must be filed not later than 6 months after the occurrence.**
2. **Claims for damages to real property must be filed not later than 1 year after occurrence.**
3. **Read entire claim before filing.**
4. **See page 2 for diagram upon which to locate place of accident.**
5. **This claim for must be signed on page 2 at bottom.**
6. **Attach separate sheets if necessary to give full details. Sign each sheet.**
7. **File with City Clerk, 5050 N. Irwindale Ave., Irwindale, CA 91706**

Clerk's Official Filing Stamp

To: City of Irwindale	Claimant's Date of Birth [redacted]
Name of Claimant Oscar L. Alassas Castillo	Claimant's Occupation [redacted]
Home Address of Claimant [redacted]	Home Telephone Number [redacted]
Business Address of Claimant	Business Telephone Number

Name and address to which you desire notices or communications to be sent regarding this claim:

Felicia McGuire Katsarov, 8350 Archibald Avenue, Suite 209, Rancho Cucamonga, CA 91730

When did DAMAGE or INJURY occur?	Names of any City employees involved in INJURY or DAMAGE
Date: March 8, 2024 Time: 10:30am If claim is for Equitable Indemnity, give date claimant served with complaint: _____	

Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks:

The incident happened on Buena Vista Street, intersection with Huntington Drive, Irwindale, California.
The damages occured to my vehicle and I got injured due to the collision.

Describe in detail how the DAMAGE or INJURY occurred.

I noticed that the traffic signals were blinking red. Believing it was my turn to proceed, I began to make a left turn onto southbound Buena Vista Street. Then, I felt the impact with Onyi Ko's vehicle. Despite stopping prior to entering the intersection, I couldn't confirm whether the lights were still blinking red or had transitioned to a different signal. There is a witness that corroborated that the lights were indeed blinking red, and they also mentioned the alternating pattern between blinking red and green. In the traffic collision report it says that the city of Duarte compliance officer observed the traffic signals switching between blinking red and green for several cycles before the collision. This alternating signal pattern likely led to confusion and misjudgment, resulting in the collision. As a consequence of the impact, I sustained soft tissue whiplash injuries to my neck and back.

Why do you claim the City of Irwindale is responsible?

Due to their negligence in maintaining and ensuring the proper functioning of the traffic signals at the intersection where the accident occurred. The evidence suggests that the malfunctioning traffic signals, caused by insufficient power voltage from the Edison power supply, directly contributed to the confusion and subsequent collision between myself and Onyi Ko. Therefore, the city of Irwindale can be held liable for failing to adequately maintain and operate the traffic signals, which ultimately led to the accident and the injuries I sustained.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.

The damages occur to the vehicle I was driving, the front driver side lights broke, and the bumper is crushed and scratched, the driver's door is all bumped and the window broke, and the back door is bumped and scratched as well. My injuries are soft tissue whiplash, neck and back.

Claimant's Name:

Oscar L. Alassas Castillo

State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation.

$10,000.00

Give estimated amount of future losses due to INJURY or DAMAGE:

$25,000.00

Was damage and/or injury investigated by the police? Yes If yes, what City? Irwindale Police Department

Were paramedics or ambulance called? No If yes, name City or ambulance_____

If injured, give name and address of your doctor and the date and time of your first visit:

On-Going

Doctors and Hospitals:

Doctor _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:

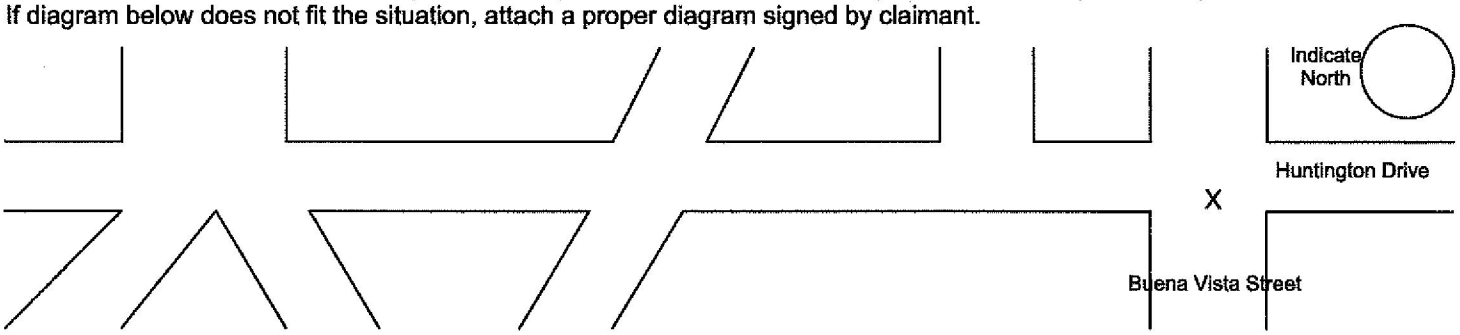
Name Juan Jose Perez Gonzalez Address 447 E. 9th Street,Pomona, CA 91766 Phone (909) 288-2178

Name _____ Address _____ Phone _____

READ CAREFULLY

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

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



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
	Oscar L. Alassas Castillo	March 27, 2024

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

DATE OF INCIDENT/OCCURRENCE	TIME (2400)	NCIC NUMBER	OFFICER ID NUMBER	NUMBER
03 08 2024	10:27	1900	606776	924-02307-0541-471

AXE ONE	AXE ONE	TYPE SUPPLEMENTAL (AXE) APPLICABLE		
☒ Narrative	☒ Collision report	☐ BA update	☐ Fatal	☐ Hit and run update
☐ Supplemental	☐ Other	☐ Hazardous materials	☐ School bus	☐ Other: CDR Imaging

CITY/COUNTY/JUDICIAL DISTRICT	REPORTING DISTRICT/BEAT	CITATION NUMBER
Duarte / Los Angeles / Alhambra	0541 / 58T1	

LOCATION/SUBJECT	STATE HIGHWAY RELATED
Buena Vista Street / Huntington Drive	☐ Yes ☒ No

III. Opinions and conclusions

A. Summary

While P2 was traveling northbound Buena Vista Street she simultaneously entered the intersection and collided with P1, who was making a left turn onto southbound Buena Vista Street against a red arrow traffic signal.

B. Intoxication

P1 had not been drinking.
P2 had not been drinking.

C. Additional Information

I was later contacted by City of Duarte Code Compliance Officer, Officer Vaillancourt. Officer Vaillancourt informed me that he observed the traffic signal lights at the intersection had switched from blinking red to green for approximately three cycles prior to the collision occurring. Officer Vaillancourt made notifications to City of Duarte Field Services, manager Gerard Batista, who in turn notified Los Angeles County Public Works.

I contacted Los Angeles Public Works at a later time and was informed that the power box was not receiving sufficient power/voltage from Edisons power supply. I was told the traffic signal box would be tested/repaired at a later time.

D. Cause

P1 caused this collision by failing to remain stopped at the red arrow traffic signal until an indication permitting movement is shown, violation of 21453(c) CVC.

IV. Recommendations

None

PREPARER=S NAME AND ID NUMBER	DATE	REVIEWER=S NAME	DATE
Velasquez, O. #606776	03/08/2024		

DATE OF INCIDENT/OCCURRENCE	TIME (2400)	NCIC NUMBER	OFFICER ID NUMBER	NUMBER
03 08 2024	10:27	1900	606776	924-02307-0541-471

AXE ONE	AXE ONE	TYPE SUPPLEMENTAL (AXE) APPLICABLE		
☒ Narrative	☒ Collision report	☐ BA update	☐ Fatal	☐ Hit and run update
☐ Supplemental	☐ Other	☐ Hazardous materials	☐ School bus	☐ Other: CDR Imaging

CITY/COUNTY/JUDICIAL DISTRICT	REPORTING DISTRICT/BEAT	CITATION NUMBER
Duarte / Los Angeles / Alhambra	0541 / 58T1	

LOCATION/SUBJECT	STATE HIGHWAY RELATED
Buena Vista Street / Huntington Drive	☐ Yes ☒ No

3. Other Physical Evidence

None

II. Statements

A. Parties

Party #1 (Oscar Castillo)

P1 stated as he approached the intersection and before coming to a complete stop, he noticed the traffic signals were blinking red. P1 was in the left turn lane of westbound Huntington Drive. P1, believing the lights were still blinking red and believing it was his turn to proceed, proceeded to make a left turn onto southbound Buena Vista Street when he suddenly felt the impact with P2. P1 did not see whether the lights continued blinking or were in working order once he stopped prior to entering the intersection. P1 was wearing his seatbelt and was not distracted driving.

Party #2 (Onyi Ko)

P2 stated she was traveling in the number one lane of northbound Buena Vista Street. P2 approached the intersection and noticed she had a green traffic light, so she proceeded. As P2 entered the intersection, she saw P1 suddenly make a left turn from westbound Huntington Drive towards southbound Buena Vista Street. P2 was unable to stop her vehicle and collided with P1. P2 was wearing her seatbelt and was not distracted driving.

B. Witnesses

Witness #1 (Juan Gonzalez)

Witness Gonzalez stated he was stopped behind P1 in the left turn lane of westbound Huntington Drive prior to the collision occurring. The traffic signals were blinking red as he approached the intersection but suddenly returned to working order. He stated the traffic signal lights kept switching from blinking red to green. Witness Gonzales stated P2 had a green traffic signal as she approached/entered the intersection.

PREPARER=S NAME AND ID NUMBER	DATE	REVIEWER=S NAME	DATE
Velasquez, O. #606776	03/08/2024		

DATE OF INCIDENT/OCCURRENCE	TIME (2400)	NCIC NUMBER	OFFICER ID NUMBER	NUMBER
03 08 2024	10:27	1900	606776	924-02307-0541-471

AXE ONE	AXE ONE	TYPE SUPPLEMENTAL (AXE) APPLICABLE
☒ Narrative ☐ Supplemental	☒ Collision report ☐ Other	☐ BA update ☐ Fatal ☐ Hit and run update ☐ Hazardous materials ☐ School bus ☐ Other: CDR Imaging

CITY/COUNTY/JUDICIAL DISTRICT	REPORTING DISTRICT/BEAT	CITATION NUMBER
Duarte / Los Angeles / Alhambra	0541 / 58T1	

LOCATION/SUBJECT	STATE HIGHWAY RELATED
Buena Vista Street / Huntington Drive	☐ Yes ☒ No

I. Facts:

A. Scene

1. Roadway Description

Buena Vista Street is a flat and leveled straight asphalt surfaced roadway. There are two lanes of travel for northbound traffic and southbound traffic. The roadway is divided by a dotted yellow line and bordered by raised concrete curbs. The posted speed limit is 35 mph.

Huntington Drive is a flat and leveled straight asphalt surfaced roadway. There are two lanes of travel for westbound traffic and eastbound traffic. The roadway is divided by a raised center median and bordered by raised concrete curbs. The posted speed limit is 40 mph.

2. Traffic Controls

There is a tri-phased traffic signal for all four directions of travel. The left turn lanes, for all four directions of travel, are controlled by a tri-phased left turn traffic signal.

At the time of this report, all four traffic signals displayed a blinking red traffic light.

B. Measurements

All measurements were taken by Deputy Velasquez using the pacing method and are only estimations.

3. Area of Impact (A.O.I.)

AOI #1- (P1 vs P2)
39 ft North of SCL of Huntington Drive
18 ft West of ECL of Buena Vista Street

C. Physical Evidence

1. Skid Marks

None

2. Debris

Broken headlights and broken vehicle parts around AOI#1 belonging to P1 and P2.

PREPARER=S NAME AND ID NUMBER	DATE	REVIEWER=S NAME	DATE
Velasquez, O. #606776	03/08/2024		

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

INJURED / WITNESS / PASSENGERS

CHP 555 Page 3 (Rev. 3-20) OPI 060

DATE OF CRASH (MO. DAY YEAR)	TIME (2400)	NCIC #	OFFICER ID	NUMBER
03/08/2024	10:27	1900	606776	924-02307-0541-471

WITNESS ONLY	PASSENGER ONLY	AGE	SEX	EXTENT OF INJURY ("X" ONE)				INJURED WAS ("X" ONE)						PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP.	EJECTED
				FATAL INJURY	SUSPECTED SERIOUS INJURY	SUSPECTED MINOR INJURY	POSSIBLE INJURY	DRIVER	PASS.	PED.	BICYCLIST	OTHER	OPER.					
#		44	F				✓	✓						2	1	M	G	0

NAME / D.O.B. / ADDRESS: Onyi Ko / [redacted] / [redacted] CA / 91789
TELEPHONE: [redacted]

(INJURED ONLY) TRANSPORTED BY: FALCK Ambulance #6406
EMS RUN NUMBER: CF 2403080451
TAKEN TO: USC Arcadia

DESCRIBE INJURIES: Engine 44, Captain Burne, evaluated for complain of pain to left hip area.

☐ VICTIM OF VIOLENT CRIME NOTIFIED

WITNESS ONLY	PASSENGER ONLY	AGE	SEX	EXTENT OF INJURY ("X" ONE)				INJURED WAS ("X" ONE)						PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP.	EJECTED
				FATAL INJURY	SUSPECTED SERIOUS INJURY	SUSPECTED MINOR INJURY	POSSIBLE INJURY	DRIVER	PASS.	PED.	BICYCLIST	OTHER	OPER.					
✓ # 1		24	M															

NAME / D.O.B. / ADDRESS: Juan Jose Perez Gonzalez / [redacted] / [redacted] CA 91766
TELEPHONE: [redacted]

(INJURED ONLY) TRANSPORTED BY:
EMS RUN NUMBER:
TAKEN TO:

DESCRIBE INJURIES

☐ VICTIM OF VIOLENT CRIME NOTIFIED

☐ #
NAME / D.O.B. / ADDRESS
TELEPHONE

(INJURED ONLY) TRANSPORTED BY:
EMS RUN NUMBER:
TAKEN TO:

DESCRIBE INJURIES

☐ VICTIM OF VIOLENT CRIME NOTIFIED

☐ #
NAME / D.O.B. / ADDRESS
TELEPHONE

(INJURED ONLY) TRANSPORTED BY:
EMS RUN NUMBER:
TAKEN TO:

DESCRIBE INJURIES

☐ VICTIM OF VIOLENT CRIME NOTIFIED

☐ #
NAME / D.O.B. / ADDRESS
TELEPHONE

(INJURED ONLY) TRANSPORTED BY:
EMS RUN NUMBER:
TAKEN TO:

DESCRIBE INJURIES

☐ VICTIM OF VIOLENT CRIME NOTIFIED

☐ #
NAME / D.O.B. / ADDRESS
TELEPHONE

(INJURED ONLY) TRANSPORTED BY:
EMS RUN NUMBER:
TAKEN TO:

DESCRIBE INJURIES

☐ VICTIM OF VIOLENT CRIME NOTIFIED

PREPARER'S NAME	ID NUMBER	MO. DAY YEAR	REVIEWER'S NAME	MO. DAY YEAR
Velasquez, O .	606776	03/08/2024		

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TRAFFIC CRASH CODING

CHP 555 Page 2 (Rev. 3-20) OPI 060

DATE OF CRASH (MO. DAY YEAR)	TIME (2400)	NCIC #	OFFICER ID	NUMBER
03/08/2024	10:27	1900	606776	924-02307-0541-471

PROPERTY DAMAGE	OWNER'S NAME	OWNER'S ADDRESS

PERSON NOTIFIED	☐ SAME AS OWNER	TELEPHONE NUMBER	METHOD OF NOTIFICATION (MARK ALL THAT APPLY) ☐ IN PERSON ☐ PHONE ☐ DISPATCH ☐ CHP 422	LOG / INCIDENT NUMBER
				TEM-0096

DESCRIPTION OF DAMAGE

SEATING POSITION

A

1 2 3
4 5 6
7 8 9
10

1 TO 9 - STANDARD SEATING POSITION
10 - REAR OCC. TRK, VAN, STATION WAGON, ETC.*
11 - POSITION UNKNOWN*
0 - OTHER*

SAFETY EQUIPMENT

OCCUPANTS
A - NONE IN VEHICLE
B - UNKNOWN
C - LAP BELT USED
D - LAP BELT NOT USED
E - SHOULDER HARNESS USED
F - SHOULDER HARNESS NOT USED
G - LAP / SHOULDER HARNESS USED
H - LAP / SHOULDER HARNESS NOT USED
J - PASSIVE RESTRAINT USED
K - PASSIVE RESTRAINT NOT USED
P - NOT REQUIRED

CHILD RESTRAINT
Q - IN VEHICLE USED
R - IN VEHICLE NOT USED
S - IN VEHICLE USE UNKNOWN
T - IN VEHICLE IMPROPER USE
U - NONE IN VEHICLE

MC / BICYCLE - HELMET
DRIVER: V - NO, W - YES
PASSENGER: X - NO, Y - YES

AIR BAG

B - UNKNOWN
L - AIR BAG DEPLOYED
M - AIR BAG NOT DEPLOYED
N - OTHER
P - NOT REQUIRED

EJECTED FROM VEHICLE

0 - NOT EJECTED
1 - FULLY EJECTED
2 - PARTIALLY EJECTED
3 - UNKNOWN

INATTENTION CODES

A - CELL PHONE HANDHELD
B - CELL PHONE HANDSFREE
C - ELECTRONIC EQUIPMENT
D - RADIO / CD
E - SMOKING
F - EATING
G - CHILDREN
H - ANIMALS
I - PERSONAL HYGIENE
J - READING
K - OTHER

ITEMS MARKED BELOW FOLLOWED BY AN ASTERISK (*) SHOULD BE EXPLAINED IN THE NARRATIVE.

PRIMARY CRASH FACTOR LIST NUMBER (#) OF PARTY AT FAULT

1 — A CVC SECTION VIOLATED: 21453(c) CVC — CITED ☐ YES ☑ NO
B OTHER IMPROPER DRIVING*:
C OTHER THAN DRIVER*
D UNKNOWN*

WEATHER (MARK 1 TO 2 ITEMS)

✓ A CLEAR
B CLOUDY
C RAINING
D SNOWING
E FOG / VISIBILITY FT.
F OTHER*:
G WIND

LIGHTING

✓ A DAYLIGHT
B DUSK - DAWN
C DARK - STREET LIGHTS
D DARK - NO STREET LIGHTS
E DARK - STREET LIGHTS NOT FUNCTIONING*

ROADWAY SURFACE

✓ A DRY
B WET
C SNOWY - ICY
D SLIPPERY (MUDDY, OILY, ETC.)

ROADWAY CONDITION(S) (MARK 1 TO 2 ITEMS)

A HOLES, DEEP RUT*
B LOOSE MATERIAL ON ROADWAY*
C OBSTRUCTION ON ROADWAY*
D CONSTRUCTION - REPAIR ZONE
E REDUCED ROADWAY WIDTH
F FLOODED*
G OTHER*:
✓ H NO UNUSUAL CONDITIONS

TRAFFIC CONTROL DEVICES

A CONTROLS FUNCTIONING
✓ B CONTROLS NOT FUNCTIONING*
C CONTROLS OBSCURED
D NO CONTROLS PRESENT / FACTOR*

TYPE OF CRASH

A HEAD - ON
B SIDE SWIPE
C REAR END
✓ D BROADSIDE
E HIT OBJECT
F OVERTURNED
G VEHICLE / PEDESTRIAN
H OTHER*:

MOTOR VEHICLE INVOLVED WITH (MARK 1 TO 2 ITEMS)

A NONCOLLISION
B PEDESTRIAN
C OTHER MOTOR VEHICLE
✓ D MOTOR VEHICLE ON OTHER ROADWAY
E PARKED MOTOR VEHICLE
F TRAIN
G BICYCLE
H ANIMAL:
I FIXED OBJECT: Brick Wall
J OTHER OBJECT:
K ADDITIONAL OBJECT(S) STRUCK

PEDESTRIAN'S ACTIONS

✓ A NO PEDESTRIANS INVOLVED
B CROSSING IN CROSSWALK - AT INTERSECTION
C CROSSING IN CROSSWALK - NOT AT INTERSECTION
D CROSSING - NOT IN CROSSWALK
E IN ROAD - INCLUDES SHOULDER
F NOT IN ROAD
G APPROACHING / LEAVING SCHOOL BUS

1	2	3	VEHICLE AUTOMATION LEVEL
✓	✓		A SAE LEVEL - 0
			B SAE LEVEL - 1
			C SAE LEVEL - 2
			D SAE LEVEL - 3
			E SAE LEVEL - 4
			F SAE LEVEL - 5
			G UNKNOWN*

1	2	3	VEHICLE AUTOMATION ENGAGED
✓	✓		A NO AUTOMATION
			B DRIVER ASSISTANCE
			C PARTIAL AUTOMATION
			D CONDITIONAL AUTOMATION
			E HIGH AUTOMATION
			F FULL AUTOMATION
			G UNKNOWN*

1	2	3	OTHER ASSOCIATED FACTOR(S) (MARK 1 TO 2 ITEMS)
			A CVC SECTION VIOLATION: CITED ☐ YES ☐ NO
			B CVC SECTION VIOLATION: CITED ☐ YES ☐ NO
			C CVC SECTION VIOLATION: CITED ☐ YES ☐ NO
			D
			E VISION OBSCUREMENT:
			F INATTENTION*:
			G STOP & GO TRAFFIC
			H ENTERING / LEAVING RAMP
			I PREVIOUS CRASH
			J UNFAMILIAR WITH ROAD
			K DEFECTIVE VEH. EQUIP.: CITED ☐ YES ☐ NO
			L UNINVOLVED VEHICLE
			M OTHER*:
✓	✓		N NONE APPARENT
			O RUNAWAY VEHICLE

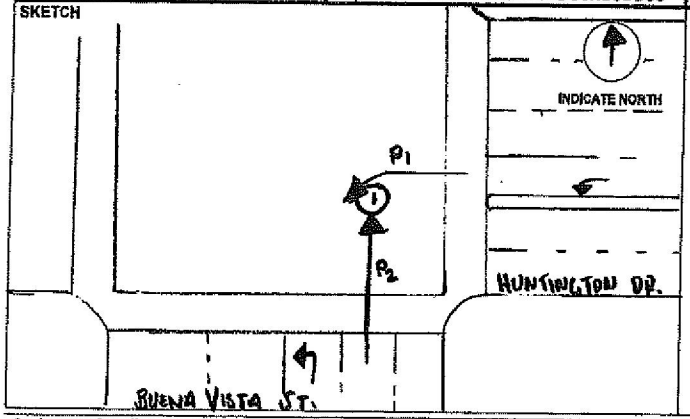
1	2	3	MOVEMENT PRECEDING CRASH
			A STOPPED
	✓		B PROCEEDING STRAIGHT
			C RAN OFF ROAD
			D MAKING RIGHT TURN
✓			E MAKING LEFT TURN
			F MAKING U TURN
			G BACKING
			H SLOWING / STOPPING
			I PASSING OTHER VEHICLE
			J CHANGING LANES
			K PARKING MANEUVER
			L ENTERING TRAFFIC
			M OTHER UNSAFE TURNING
			N XING INTO OPPOSING LANE
			O PARKED
			P MERGING
			Q TRAVELING WRONG WAY
			R OTHER*:
			S LANE SPLITTING

1	2	3	SOBRIETY - DRUG - PHYSICAL (MARK ALL THAT APPLY)
✓	✓		A HAD NOT BEEN DRINKING
			B HBD - UNDER THE INFLUENCE
			C HBD - NOT UNDER INFLUENCE*
			D HBD - IMPAIRMENT UNKNOWN*
			E UNDER DRUG INFLUENCE*
			DRE EXAM. CONDUCTED
			STIMULANT
			HALLUCINOGEN
			DISSOCIATIVE ANESTHETICS
			NARCOTIC ANALGESIC
			INHALANT
			CANNABIS
			DEPRESSANT
			F IMPAIRMENT - PHYSICAL*
			G IMPAIRMENT NOT KNOWN
			H NOT APPLICABLE
			I SLEEPY / FATIGUED*

1	2	3	SPECIAL INFORMATION
			A HAZARDOUS MATERIAL
			B CELL PHONE HANDHELD IN USE
			C CELL PHONE HANDSFREE IN USE
✓	✓		D CELL PHONE NOT IN USE
			E CELL PHONE USE UNKNOWN
			F SCHOOL BUS RELATED

1	2	3	BIKEWAY FACILITY
			A SHARED ROADWAY
			B CLASS I - BIKE PATH*
			C CLASS II - BIKE LANE*
			D CLASS III - BIKE ROUTE*
			E CLASS IV - SEPARATED BIKEWAY*

SKETCH



MISCELLANEOUS

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TRAFFIC CRASH REPORT

CHP 555 Page 1 (Rev. 3-20) OPI 060

SPECIAL CONDITIONS	NUMBER INJURED	HIT & RUN FELONY	CITY	JUDICIAL DISTRICT	LOCAL REPORT NUMBER
	1	☐	Duarte	Alhambra	924-02307-0541-471
	NUMBER KILLED	HIT & RUN MISDEMEANOR	COUNTY	REPORTING DISTRICT / BEAT	DAY OF WEEK / TOW AWAY
	0	☐	Los Angeles	0541 / 58T1/D	S M T W T F S ☒ YES ☐ NO

LOCATION

CRASH OCCURRED ON	MO. DAY YEAR	TIME (2400)	NCIC #	OFFICER ID
Buena Vista Street	03/08/2024	10:27	1900	606776

MILEPOST INFORMATION: FEET/MILES OF

GPS COORDINATES: LATITUDE 34.139630 LONGITUDE -117.977505

PHOTOGRAPHS BY: ☐ NONE — Velasquez, O. #606776

☑ AT INTERSECTION WITH Huntington Drive
☐ OR: FEET/MILES OF

STATE HWY REL: ☐ YES ☒ NO

PARTY 1

DRIVER'S LICENSE NUMBER	STATE	CLASS	AIR BAG	SAFETY EQUIP.
[redacted]1	CA	C	L	G

DRIVER ☒ — NAME (FIRST, MIDDLE, LAST): Oscar L. AlasassCastillo

PEDESTRIAN ☐ — STREET ADDRESS: [redacted]

PARKED VEHICLE ☐ — CITY/STATE/ZIP: [redacted]

BICYCLIST	SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE Mo. Day Year	RACE
☐	M	BRN	BRN	5'06	165	[redacted]	H

OTHER ☐ — HOME PHONE: [redacted] — BUSINESS PHONE:

OPERATOR ☐ — INSURANCE CARRIER: Integon National Insurance — POLICY NUMBER: [redacted]

DIR OF TRAVEL	ON STREET OR HIGHWAY	LANE	THRU LANES	TOTAL LANES	SPEED LIMIT
W	Huntington Drive	1	4	4	40

VEH. YEAR	MAKE/MODEL/COLOR	LICENSE NUMBER	STATE
2001	Honda / Accord / Silver	[redacted]5	CA

OWNER'S NAME: ☐ SAME AS DRIVER — Juan Jose PerezGonzalez

OWNER'S ADDRESS: ☐ SAME AS DRIVER — [redacted]

DISPOSITION OF VEHICLE ON ORDERS OF: ☐ OFFICER ☒ DRIVER ☐ OTHER — Private Tow

PRIOR MECHANICAL DEFECTS: ☒ NONE APPARENT ☐ REFER TO NARRATIVE

VEHICLE IDENTIFICATION NUMBER: [redacted]9

VEHICLE TYPE	DESCRIBE VEHICLE DAMAGE	SHADE IN DAMAGED AREA
01	☐ UNK. ☐ NONE ☐ MINOR ☐ MOD. ☒ MAJOR ☐ ROLL-OVER	

CA _____ DOT _____
CAL-T _____ TCP/PSC _____ MC/MX _____

PARTY 2

DRIVER'S LICENSE NUMBER	STATE	CLASS	AIR BAG	SAFETY EQUIP.
[redacted]3	CA	C	M	G

DRIVER ☒ — NAME (FIRST, MIDDLE, LAST): Onyi Ko

PEDESTRIAN ☐ — STREET ADDRESS: [redacted]

PARKED VEHICLE ☐ — CITY/STATE/ZIP: [redacted]

BICYCLIST	SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE Mo. Day Year	RACE
☐	F	BLK	BRN	5'02	103	[redacted]	A

OTHER ☐ — HOME PHONE: [redacted] — BUSINESS PHONE:

OPERATOR ☐ — INSURANCE CARRIER: Mercury Insurance — POLICY NUMBER: [redacted]

DIR OF TRAVEL	ON STREET OR HIGHWAY	LANE	THRU LANES	TOTAL LANES	SPEED LIMIT
N	Buena Vista Street	2	3	3	35

VEH. YEAR	MAKE/MODEL/COLOR	LICENSE NUMBER	STATE
2023	Toyota / Rav4 / Gray	9HWM592	CA

OWNER'S NAME: ☒ SAME AS DRIVER — Onyi Ko

OWNER'S ADDRESS: ☒ SAME AS DRIVER — [redacted]

[redacted]: ☐ [redacted] ☐ [redacted] ☐ OTHER — Private Tow

SW 3-13-24

PRIOR MECHANICAL DEFECTS: ☒ NONE APPARENT ☐ REFER TO NARRATIVE

VEHICLE IDENTIFICATION NUMBER: [redacted]06

[redacted]	[redacted]	[redacted]
07	☐ UNK. ☐ NONE ☐ MINOR ☒ MOD. ☐ MAJOR ☐ ROLL-OVER	

CA _____ DOT _____
CAL-T _____ TCP/PSC _____ MC/MX _____

PARTY 3

DRIVER'S LICENSE NUMBER	STATE	CLASS	AIR BAG	SAFETY EQUIP.

DRIVER ☐ — NAME (FIRST, MIDDLE, LAST):

PEDESTRIAN ☐ — STREET ADDRESS:

PARKED VEHICLE ☐ — CITY/STATE/ZIP:

BICYCLIST	SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE Mo. Day Year	RACE
☐							

OTHER ☐ — HOME PHONE: — BUSINESS PHONE:

OPERATOR ☐ — INSURANCE CARRIER: — POLICY NUMBER:

DIR OF TRAVEL	ON STREET OR HIGHWAY	LANE	THRU LANES	TOTAL LANES	SPEED LIMIT

VEH. YEAR	MAKE/MODEL/COLOR	LICENSE NUMBER	STATE

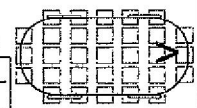
OWNER'S NAME: ☐ SAME AS DRIVER

OWNER'S ADDRESS: ☐ SAME AS DRIVER

DISPOSITION OF VEHICLE ON ORDERS OF: ☐ OFFICER ☐ DRIVER ☐ OTHER

PRIOR MECHANICAL DEFECTS: ☐ NONE APPARENT ☐ REFER TO NARRATIVE

VEHICLE IDENTIFICATION NUMBER:

VEHICLE TYPE	DESCRIBE VEHICLE DAMAGE	SHADE IN DAMAGED AREA
	☐ UNK. ☐ NONE ☐ MINOR ☐ MOD. ☐ MAJOR ☐ ROLL-OVER	

CA _____ DOT _____
CAL-T _____ TCP/PSC _____ MC/MX _____

PREPARER'S NAME	DISPATCH NOTIFIED	REVIEWER'S NAME	DATE REVIEWED
Velasquez, O. 606776	☒ YES ☐ NO ☐ N/A	Blanco, K #22680	03-12-2024

Item #19.E.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Theresa Olivares, Assistant City Manager

Issue: Request to Conduct Fireworks Sales – Joseph "Pepe" Miranda Sports Scholarship & Grant Foundation; Columbus Club - Knights of Columbus #5650; and Irwindale Sister City Association

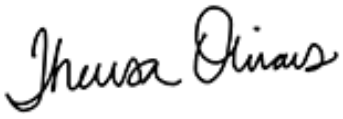
City Manager's Recommendation:

Approve the requests of the following non-profit organizations / corporations / associations that meet the criteria established by the Irwindale Municipal Code to conduct fireworks sales, subject to compliance with all City, County and State regulations: Joseph "Pepe" Miranda Sports Scholarship & Grant Foundation; Columbus Club - Knights of Columbus #5650; and Irwindale Sister City Association.

Administrative Action:

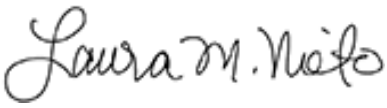
Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk



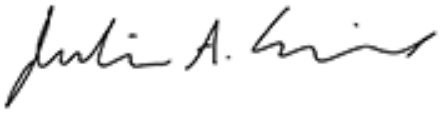
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Fireworks sales are permitted by non-profit organizations, corporations, or associations, (1) organized primarily for veteran, patriotic, welfare, civic betterment, religious or charitable purposes, (2) with the principal and permanent meeting place, office, or place of worship within the city, (3) established and organized within the City of Irwindale for a minimum period of one year (Chapter 8.16 of the Irwindale Municipal Code). This activity is a primary source of funds for these organizations and allows them to provide assistance to the community throughout the year.

The Joseph "Pepe" Miranda Sports Scholarship & Grant Foundation; Columbus Club - Knights of Columbus #5650; and Irwindale Sister City Association have submitted applications for fireworks sales. The Joseph “Pepe” Miranda Sports Scholarship & Grant Foundation is qualified to sell fireworks because they provide scholarships and grants to qualified residents of the City of Irwindale who are in pursuit of higher learning and self-worth; the Columbus Club - Knights of Columbus #5650 is qualified to sell fireworks because of their commitment to the exemplification of charity, unity, fraternity, and patriotism; and the Irwindale Sister City Association is qualified to sell fireworks because they have been organized for the purpose of enhancing and informing future residents of the cultural and heritage connections with a community in the Republic of Mexico. Each organization has (1) been established in the City for a minimum period of one year, continuously, preceding the filing of their application for permit and (2) been conducting their meetings in Irwindale.

The organizations have provided the required documentation and refundable deposit. A copy of the application forms submitted by Joseph “Pepe” Miranda Sports Scholarship and Grant Foundation, Columbus Club, and the Irwindale Sister City Association are attached hereto. Confidential documentation (e.g., sales tax information) is on file in the office of the Chief Deputy City Clerk.

Applications require the exact location of the stand, as proposed. The Joseph “Pepe” Miranda Sports Scholarship and Grant Foundation has proposed its stand to be located at 5116 Irwindale Avenue; the Columbus Club has proposed its stand to be at 16025 Cypress Street; and the Irwindale Sister City Association has proposed its stand to be located at 16000-16030 Arrow Highway.

Pursuant to Section 8.16.060 of the Irwindale Municipal Code, “All applications for fireworks stands shall be referred to the city council for approval, conditional approval or denial. The city council shall deny any fireworks stand permit if it finds that the public interest or safety is, or would be, jeopardized by the issuance thereof. The decision of the council shall, in all cases, be final and conclusive.”

Here, based on staff’s review, there are no public interest or safety reasons that have been identified which would warrant denial of the applications. Accordingly, staff recommends approval of the applications for fireworks sales.

Fiscal Impact:

A $50 refundable security deposit is paid by the organizations when the application is filed. Upon final inspection by the Chief of Police, the deposit is refunded to the organization.

Attachments:

1. Joseph Pepe Miranda Sports and Scholarship Grant Foundation
2. Columbus Club
3. Irwindale Sister City Association

City of Irwindale
5050 North Irwindale Avenue, Irwindale, California 91706
(626) 430-2200 Fax (626) 430-2269
Attn: Deputy City Clerk

RECEIVED
MAY 28 2024
CITY OF IRWINDALE
CITY CLERKS DEPT.

FIREWORKS SALES PERMIT APPLICATION

***PERMIT TO BE ON LOCATION AT ALL TIMES**

General Conditions

1. The City of Irwindale requires that prior to the issuance of a permit for the sale of fireworks, the permit shall be approved by the City Council. This application must be completed in full and submitted to the Deputy City Clerk's office no later than **June 1st** of the applicable year (or the Thursday preceding when June 1st falls on a Friday, Saturday, Sunday, or holiday).
2. A **$50.00** deposit of a cashier's check or cash must be attached to this application.
3. A copy of the current year's SBOE Temporary Seller's Permit and proof of payment of the previous year's sales tax must be attached to this application.
4. Enclosed is a copy of Irwindale Municipal Code Section 8.16 authorizing and regulating the sale of fireworks. Any violation of said regulations will result in immediate revocation of the temporary sales permit granted.

Organization Status ☐Veteran ☐Patriotic ☐Welfare ☒Charitable ☐Civic Betterment ☐Religious

Name of Organization Joseph "Pepe" Miranda Sports Scholarship & Grant

Organization Address [redacted]
Street Address

IRWINDALE City | CA State | 91706 Zip

Phone ([redacted]) Fax (____) E-Mail [redacted]

Location of Meeting Place [redacted]

IRWINDALE City | CA State | 91706 Zip

Location of Fireworks Stand 5116 Irwindale Ave, Irwindale, CA
Street Address

Emergency Contact Erika Pusey [redacted]
Name and Phone Number of Person in Charge of Stand

Name and Addresses of Officers of Organization
(attach additional sheets, if needed)

Officer's Name Erika Pusey Title Secretary Phone [redacted]
Home Address [redacted] Irwindale, CA 91706

Officer's Name Cassandra Morales Title VP Phone [redacted]
Home Address [redacted] Irwindale, CA 91706

Officer's Name Christopher Miranda Title President Phone [redacted]
Home Address [redacted] La Verne, CA 91750

Stephanie Caston
Chief Financial officer
[redacted]
Covina, CA 91724

OFFICE USE ONLY

Date Application Received 5/28/24 Received By Armando Hegdahl

(Please attach a copy of the receipt)
Date **$50.00** Refundable Permit Fee Paid _____ ☐ Cash ☑ Cashier's Check

Received By _____

Approvals and Conditions:

Planning _____

Public Works _____

Police _____

City Manager _____

City Council _____ (Date)

Attachments: _____

_____

Other provisions: _____

_____

Permittee agrees to comply with all applicable laws and to maintain the premises in good condition and to return said premises in the same condition as they were before said use.

Unless greater or lesser coverage is requested, permittee agrees to furnish the City of Irwindale evidence of liability insurance in the amounts of FIFTY THOUSAND DOLLARS ($50,000) for Public Liability and ONE HUNDRED THOUSAND DOLLARS ($100,000) for Property Damage, in the form of a certificate, covering the entire period of this permit, naming the City of Irwindale as additional insured. Permittee waives all claims against the City of Irwindale, its officers, agents and employees, for fees or damage caused by, arising out of, or in any way connected with the exercise of this permit and permittee agrees to save harmless, indemnify and defend city, its officers, agents and employees from any and all loss, damage of liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby permitted, except those arising out of the sole negligence of City.

Permittee agrees to all the terms and conditions of this permit including any provisions listed and any attachments.

Applicant's Signature: _____ **Date:** 5/17/24

TO WHOM IT MAY CONCERN:

Permission is hereby granted to **JOSEPH MIRANDA MEMORIAL SCHOLARSHIP FNDTN** and AMERICAN PROMOTIONAL EVENTS, - WEST, INC., d.b.a., TNT FIREWORKS, for the exclusive right to use the property located at **5116 IRWINDALE AVENUE** in the City of **IRWINDALE** for their **2024** Fireworks stand.

It is understood that this sale will be conducted in accordance with all City, County and State regulations, and the property left clean and free of debris.

ST CYRIL OF ALEXANDRIA COPTIC ORTHODOX CHURCH

DocuSigned by:
By: Ash Botros Date: 4/23/2024
Ash Botros
Authorized Agent

LOC#: CSR2902

Joseph "Pepe" Miranda Sports Scholarship and Grant Foundation

Irwindale, CA 91706

EIN 73-1662838

May 28th, 2024

To Whom it May Concern,

The Joseph "Pepe" Miranda Sports Scholarship and Grant Foundation would like to formally request permission to sell fireworks in the City of Irwindale.

Over the past decade our stand has been located on the corner of Calle del Norte and Irwindale Ave. at 5116 Irwindale Ave, Irwindale, California, 91706.

Attached you will find our Docusign copy from Saint Cyril's director granting us permission to once again use the property and its facilities.

All of our proceeds go directly toward providing grants and scholarships to the residents of Irwindale.

Should you need anything further, please do not hesitate to contact myself or our Board Members at the email provided below.

Sincerely,

Erika M. Pusey
Founding Board Member
Secretary
[redacted]

INSPECTION DATE: **TNT FIREWORKS** MC GILLS

SALES ASSOCIATE BENNETT CITY IRWINDALE

LOCATION# CSR2902 ORGANIZATION JOSEPH MIRANDA SCHOLARSHIP

SIZE 24x8 TYPE NN BACK DOORS 1 A-FRAMES 1

SET-UP 6/22 DOWN DATE 7/7 LIGHTS MC GILLS ($T)

ADDRESS 5116 IRWINDALE AVENUE

INTERSECTION NEC IRWINDALE AVENUE & CALLE DEL NORTE

THOMAS GUIDE — COUNTY LA PAGE GRID

SPECIAL INSTRUCTIONS FACE STAND TO STREET—5 FEET FROM SIDE-WALK—PLACED BETWEEN DRIVEWAYS

DISPLAY THIS PERMIT CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH IT IS ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

TEMPORARY SELLER'S PERMIT

PERMIT NUMBER

239575200 - 00001

JOSEPH MIRANDA SCHOLARSHIP FOUNDATION
ERIKA MELISSA PUSEY
5116 IRWINDALE AVE
IRWINDALE CA 91706-2135

IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION.

EFFECTIVE DATE:
June 28, 2024 thru July 4, 2024

YOU ARE REQUIRED TO OBEY ALL FEDERAL AND STATE LAWS THAT REGULATE OR CONTROL YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW YOU TO DO OTHERWISE.

PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS.

THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (TTY:711).
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1-888-324-2798.

CDTFA-442-ST REV. 9 (2-22)

A MESSAGE TO OUR PERMIT HOLDER

As a permitee, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:

- Our website at *www.cdtfa.ca.gov*.
- Our toll-free Customer Service Center at 1-800-400-7115 (TTY:711). Customer service representatives are available Monday through Friday from 7:30 a.m. to 5:00 p.m. (Pacific time), except state holidays.

As a permittee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a California Department of Tax and Fee Administration (CDTFA) representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes.

You must notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. This permit is valid only for the owner specified on the permit. A person who obtains a permit and ceases to do business, or never commenced business, shall surrender their permit by immediately notifying CDTFA in writing at this address: California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the permit to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a permit may be disclosed to other government agencies.

STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of $150.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Fire Engineering
Office of the State Fire Marshal
PO Box 944246, Sacramento, CA
94244-2460
(916) 568-2948

LICENSEE INFORMATION

Name (Last, First): Deeth, Terese	Phone Number:
Mailing Address (Street Address, City, CA, Zip): 555 N. Gilbert St, Fullerton, CA, 92833	
Local Contact Person and Phone Number (if different from Licensee above): STEVE BENNETT, [redacted]	

STAND INFORMATION

Group Name: JOSEPH MIRANDA SCHOLARSHIP FDN - CSR2902
Physical Address (Street Address, City, CA, Zip): 5116 IRWINDALE AVE, IRWINDALE, CA, 91706
County of Stand Location: Los Angeles

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.: W-1081
Contact Name: Deeth, Terese	Phone Number: [redacted]

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Los Angeles County Fire Dept.
Physical Address (Street Address, City, CA, Zip): 1320 N. Eastern Ave, Los Angeles, CA, 90063

CAL Fire Validation No.
6652
Valid Through
06/28/2024-07/06/2024

Signature of Fireworks Program Coordinator	Signature of Licensee	Date
		04/03/2024

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be atleast 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16

For CAL FIRE DAO Use Only: Index-5942, PCA-59420, Source Code- 4129400

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/1/2024 | 11/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1359665 American Promotional Events, Inc. DBA TNT Fireworks, Inc. 555 North Gilbert Avenue Fullerton CA 92833 CSR2902	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Everest Indemnity Insurance Company — 10851 INSURER B : Arch Specialty Insurance Company — 21199 INSURER C : Berkshire Hathaway Homestate Ins Co — 20044 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 12253685 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:	Y	N	SI8GL00242-231	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER:	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OTHER:	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	N	UXP0056189-10	11/1/2023	11/1/2024	EACH OCCURRENCE AGGREGATE OTHER:	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	AMWC452609	11/1/2023	11/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Property Located @ 5116 Irwindale Ave., Irwindale, CA 91706 (CSR2902) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

12253685
Joseph Miranda Scholarship Foundation &the City of Irwindale, their officers, agents and employees when acting in their official capacities as such
5050 North Irwindale Avenue
Irwindale CA 91706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Irwindale
5050 North Irwindale Avenue, Irwindale, California 91706
(626) 430-2200 Fax (626) 430-2269
Attn: Deputy City Clerk

RECEIVED
MAY 29 2024
CITY OF IRWINDALE
CITY CLERKS DEPT.

FIREWORKS SALES PERMIT APPLICATION

***PERMIT TO BE ON LOCATION AT ALL TIMES**

General Conditions

1. The City of Irwindale requires that prior to the issuance of a permit for the sale of fireworks, the permit shall be approved by the City Council. This application must be completed in full and submitted to the Deputy City Clerk's office no later than **June 1st** of the applicable year (or the Thursday preceding when June 1st falls on a Friday, Saturday, Sunday, or holiday).
2. A **$50.00** deposit of a cashier's check or cash must be attached to this application.
3. A copy of the current year's SBOE Temporary Seller's Permit and proof of payment of the previous year's sales tax must be attached to this application.
4. Enclosed is a copy of Irwindale Municipal Code Section 8.16 authorizing and regulating the sale of fireworks. Any violation of said regulations will result in immediate revocation of the temporary sales permit granted.

Organization Status ☐Veteran ☐Patriotic ☐Welfare ☒Charitable ☐Civic Betterment ☐Religious

Name of Organization Columbus Club - Knights of Columbus #5650

Organization Address 16025 Cypress St
Street Address

Irwindale CA 91760
City State Zip

Phone (626) 756-0830 Fax ( ) E-Mail [redacted]

Location of Meeting Place 16025 Cypress St
Street Address

Irwindale CA 91760
City State Zip

Location of Fireworks Stand 16025 Cypress St Irwindale, CA 91760
Street Address

Emergency Contact Ismael Esparza PGK [redacted]
Name and Phone Number of Person in Charge of Stand

Name and Addresses of Officers of Organization
(attach additional sheets, if needed)

Officer's Name Juan Lopez Title Treasurer Phone [redacted]

Home Address [redacted] Covina California 91722

Officer's Name Rodolfo Rios Title GK Phone ([redacted]

Home Address [redacted] Monrovia Calif.91016

Officer's Name Jose Meza Title Warden Phone [redacted]

Home Address [redacted] Covina Calif. 91722

OFFICE USE ONLY

Date Application Received 5/29/24 Received By [signature]

(Please attach a copy of the receipt)
Date **$50.00** Refundable Permit Fee Paid _____ ☐Cash ☑Cashier's Check

Received By [signature]

Approvals and Conditions:

Planning _____

Public Works _____

Police _____

City Manager _____

City Council _____ (Date)

Attachments: _____

_____

Other provisions: _____

_____

Permittee agrees to comply with all applicable laws and to maintain the premises in good condition and to return said premises in the same condition as they were before said use.

Unless greater or lesser coverage is requested, permittee agrees to furnish the City of Irwindale evidence of liability insurance in the amounts of FIFTY THOUSAND DOLLARS ($50,000) for Public Liability and ONE HUNDRED THOUSAND DOLLARS ($100,000) for Property Damage, in the form of a certificate, covering the entire period of this permit, naming the City of Irwindale as additional insured. Permittee waives all claims against the City of Irwindale, its officers, agents and employees, for fees or damage caused by, arising out of, or in any way connected with the exercise of this permit and permittee agrees to save harmless, indemnify and defend city, its officers, agents and employees from any and all loss, damage of liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby permitted, except those arising out of the sole negligence of City.

Permittee agrees to all the terms and conditions of this permit including any provisions listed and any attachments.

Applicant's Signature: [signature] Date: 5/29/2024

PROPERTY USE PERMISSION FORM

TO WHOM IT MAY CONCERN:

Permission is hereby granted to **COLUMBUS CLUB** and AMERICAN PROMOTIONAL EVENTS, - WEST, INC., d.b.a., TNT FIREWORKS, for the exclusive right to use the property located at **16025 CYPRESS STREET** in the City of **IRWINDALE** for their **2024** Fireworks stand.

A certificate of insurance naming the undersigned as additionally insured will be issued by AMERICAN PROMOTIONAL EVENTS – WEST, INC. prior to the use of the above named property in the sum of $20,000,000.00.

It is understood that the fireworks stand will be erected on or after June 22, 2024 and removed on or before July 9, 2024. This sale will be conducted in accordance with all City, County and State regulations, and the property left clean and free of debris.

LESSOR: **OUR LADY OF GUADALUPE CHURCH**

By: (Sign) _____ Date: 04/16/2024

Print Name: Rev. Hector William Rodriguez

Title: Pastor

Loc # CSR1602

Knights of Columbus

SAINT DANIEL COMBONI COUNCIL, No. 5650
16025 East Cypress Street • P.O. Box 2441
Irwindale, California 91706

May 13, 2024

To: Deputy City Clerk

We the Knights of Columbus Council 5650 Located at 16025 E. Cypress St. in Irwindale California are requesting to put up a fireworks stand from June 26, 2024 to July 7, 2024 in the following location:

Our Lady of Guadalupe Church. 16025 Cypress St. Irwindale California.

We are nonprofit organization and will be fundraising for our council solely for charitable purposes.

Attached you will find the permission given to us by Fr. William Rodriguez owner of Church and location of the proposed stand.

If you have any further questions or need to contact us please do so at the below contact number.

Sincerely,

PGK
Juan Lopez
[redacted]

TNT FIREWORKS

INSPECTION DATE 6/26

STAND# _____ **PLUG SIDE, WHEN LOOKING OUT FROM STAND:** _____

SALES SB **LOC#** CSR1602 **CITY** IRWINDALE

ORGANIZATION COLUMBUS CLUB

SIZE 24x8 **TYPE** NN **BACK DOORS** 0 **A-FRAMES** 1

SET-UP 6/22 **DOWN DATE** 7/8 **LIGHTS** MCGILLS

DESCRIPTION/ADDRESS 16025 CYPRESS STREET

INTERSECTION E OF NEC CYPRESS ST & IRWINDALE AVE

SPECIAL INSTRUCTIONS PLACE STAND FACING CHURCH—START IN SECOND PARKING SPOT FROM DRIVEWAY TOWARD IRWINDALE AVE—PLACE BACK OF STAND CLOSE TO THE PARKING BLOCKS

SETBACKS: CURB _____ **SIDEWALK** _____ **BUILDINGS** _____

DISPLAY THIS PERMIT CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH IT IS ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

TEMPORARY SELLER'S PERMIT

PERMIT NUMBER

254255264 - 00001

BISHOP COMBONI COLUMBUS CLUB, INC
JUAN LOPEZ FONSECA
16025 CYPRESS AVE
IRWINDALE CA 91706-2122

IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION.

EFFECTIVE DATE:
June 28, 2024 thru July 4, 2024

YOU ARE REQUIRED TO OBEY ALL FEDERAL AND STATE LAWS THAT REGULATE OR CONTROL YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW YOU TO DO OTHERWISE.

PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS.

THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (TTY:711).
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1-888-324-2798.

CDTFA-442-ST REV. 9 (2-22)

A MESSAGE TO OUR PERMIT HOLDER

As a permitee, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:

- Our website at *www.cdtfa.ca.gov*.
- Our toll-free Customer Service Center at 1-800-400-7115 (TTY:711). Customer service representatives are available Monday through Friday from 7:30 a.m. to 5:00 p.m. (Pacific time), except state holidays.

As a permittee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a California Department of Tax and Fee Administration (CDTFA) representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes.

You must notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. This permit is valid only for the owner specified on the permit. A person who obtains a permit and ceases to do business, or never commenced business, shall surrender their permit by immediately notifying CDTFA in writing at this address: California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the permit to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a permit may be disclosed to other government agencies.

STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of $150.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Fire Engineering
Office of the State Fire Marshal
PO Box 944246, Sacramento, CA
94244-2460
(916) 568-2948

LICENSEE INFORMATION

Name (Last, First): Deeth, Terese	Phone Number:
Mailing Address (Street Address, City, CA, Zip): 555 N. Gilbert St, Fullerton, CA, 92833	
Local Contact Person and Phone Number (if different from Licensee above): STEVE BENNETT, [redacted]	

STAND INFORMATION

Group Name: COLUMBUS CLUB - CSR1602
Physical Address (Street Address, City, CA, Zip): 16025 E CYPRESS ST, IRWINDALE, CA, 91706
County of Stand Location: Los Angeles

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.: W-1081
Contact Name: Deeth, Terese	Phone Number: [redacted]

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Los Angeles County Fire Dept.
Physical Address (Street Address, City, CA, Zip): 1320 N. Eastern Ave, Los Angeles, CA, 90063

CAL Fire Validation No.
6651
Valid Through
06/28/2024-07/06/2024

Signature of Fireworks Program Coordinator	Signature of Licensee	Date
		04/03/2024

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be atleast 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16

For CAL FIRE DAO Use Only: Index-5942, PCA-59420, Source Code- 4129400

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/1/2024 | 11/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
3280 Peachtree Road NE, Suite #1000
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Company	10851
INSURER B : Arch Specialty Insurance Company	21199
INSURER C : Berkshire Hathaway Homestate Ins Co	20044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1359665
American Promotional Events, Inc.
DBA TNT Fireworks, Inc.
555 North Gilbert Avenue
Fullerton CA 92833
CSR1602

COVERAGES **CERTIFICATE NUMBER:** 12931493 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	N	SI8GL00242-231	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	N	UXP0056189-10	11/1/2023	11/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	AMWC452609	11/1/2023	11/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Property located at 16025 Cypress Street, Irwindale, CA (CSR1602) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

12931493
Columbus Club and the City of Irwindale, their officers, agents and employees, when acting in their official capacities as such
5050 North Irwindale Avenue
Irwindale CA 91706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Irwindale
5050 North Irwindale Avenue, Irwindale, California 91706
(626) 430-2200 Fax (626) 430-2269
Attn: Deputy City Clerk

RECEIVED
MAY 30 2024
CITY OF IRWINDALE
CITY CLERKS DEPT.

FIREWORKS SALES PERMIT APPLICATION

***PERMIT TO BE ON LOCATION AT ALL TIMES**

General Conditions

1. The City of Irwindale requires that prior to the issuance of a permit for the sale of fireworks, the permit shall be approved by the City Council. This application must be completed in full and submitted to the Deputy City Clerk's office no later than **June 1st** of the applicable year (or the Thursday preceding when June 1st falls on a Friday, Saturday, Sunday, or holiday).
2. A **$50.00** deposit of a cashier's check or cash must be attached to this application.
3. A copy of the current year's SBOE Temporary Seller's Permit and proof of payment of the previous year's sales tax must be attached to this application.
4. Enclosed is a copy of Irwindale Municipal Code Section 8.16 authorizing and regulating the sale of fireworks. Any violation of said regulations will result in immediate revocation of the temporary sales permit granted.

Organization Status ☐Veteran ☐Patriotic ☐Welfare ☐Charitable ☐Civic Betterment ☐Religious

Name of Organization IRWINDALE SISTER CITY

Organization Address PO BOX 2023
Street Address

IRWINDALE CA 91706
City State Zip

Phone [redacted] Fax ( ) E-Mail [redacted]

Location of Meeting Place 5650 N IRWINDALE AVE
Street Address

IRWINDALE CA 91706
City State Zip

Location of Fireworks Stand 16000-16030 ARROW HWY
Street Address [redacted]

Emergency Contact Grace Cox ~~ROSALVA BACCEDA~~ [redacted]
Name and Phone Number of Person in Charge of Stand

Name and Addresses of Officers of Organization
(attach additional sheets, if needed)

Officer's Name GRACE L. COX Title PRESIDENT Phone [redacted]
Home Address [redacted] GLENDORA CA 91740

Officer's Name ~~ROSALVA BACCEDA~~ Title ~~VICE PRES~~ Phone [redacted]
Home Address

Officer's Name CIDRONIA MOTA Title TREASURER Phone [redacted]
Home Address

City of Irwindale

Permission to use Property for Sale of Fireworks

(This completed form must be attached to Fireworks Sales Permit Application)

In accordance with City of Irwindale's Municipal Code Section 8.16.040 I hereby give permission for IRWINDALE SISTER City (Name of Organization) to use the property located at 11000-11034 Arrow Hwy, Irw (Address) for the purpose of selling fireworks on the following dates(s) June 30 - July 4, 2024.

I/We agree to save harmless said City of Irwindale, its officers and employees from any and all claims, damages or losses to persons or property resulting from use of the above mentioned property by applicant, their invitees, or anyone attending the event whether or not caused by negligence of such person.

OWNER OF PROPERTY

Julian A. C

Signature(s)

Julian A. Miranda, Executive Director

Name (Please type or print)

626.430.2200

Telephone Number

CITY OF IRWINDALE-SALVATIERRA, GUANAJUATO, MEXICO

A SISTER CITY INCORPORATION
P.O. BOX 2023
IRWINDALE, CA 91706

05/13/2024

To the Honorable Mayor Albert F. Ambriz, Mayor Pro Tem Larry G. Burrola, Councilmember Mark A. Breceda, Councilmember Manuel R. Garcia, and Councilmember H. Manuel Ortiz.

Dear Gentlemen,

It's that time of year again and the Irwindale Sister City Incorporation, (SCI) is planning to operate a firework stand as a fundraiser this 4th of July, 2024, season. The sale dates are from Sunday, 06/30/2024-Thursday, 07/04/2024.

We have received permission to use part of the parking lot in the 16000 Block of Arrow Highway. The location is at the S/E corner of Irwindale Avenue/Arrow Highway, just east of Jack in the Box.

We now request the City Council approval to operate such a firework stand and for the issuance of any permits the City of Irwindale may require. Rest assure we will comply with all laws, rules, and regulations imposed on us.

I thank you for your time and consideration regarding our request. Please do not hesitate to call me at 1-[redacted] if you have any questions.

Sincerely,

Grace Lupe Cox

President of the Irwindale Sister City Incorporation, (SCI)

INSPECTION DATE: 6/26 **TNT FIREWORKS** OPW

SALES ASSOCIATE BENNETT **CITY** IRWINDALE

LOCATION# XXX0261 **ORGANIZATION** IRWINDALE SISTER CITIES ASSOC.

SIZE 32x8 **TYPE** OPW **BACK DOORS** 0 **A-FRAMES** 1

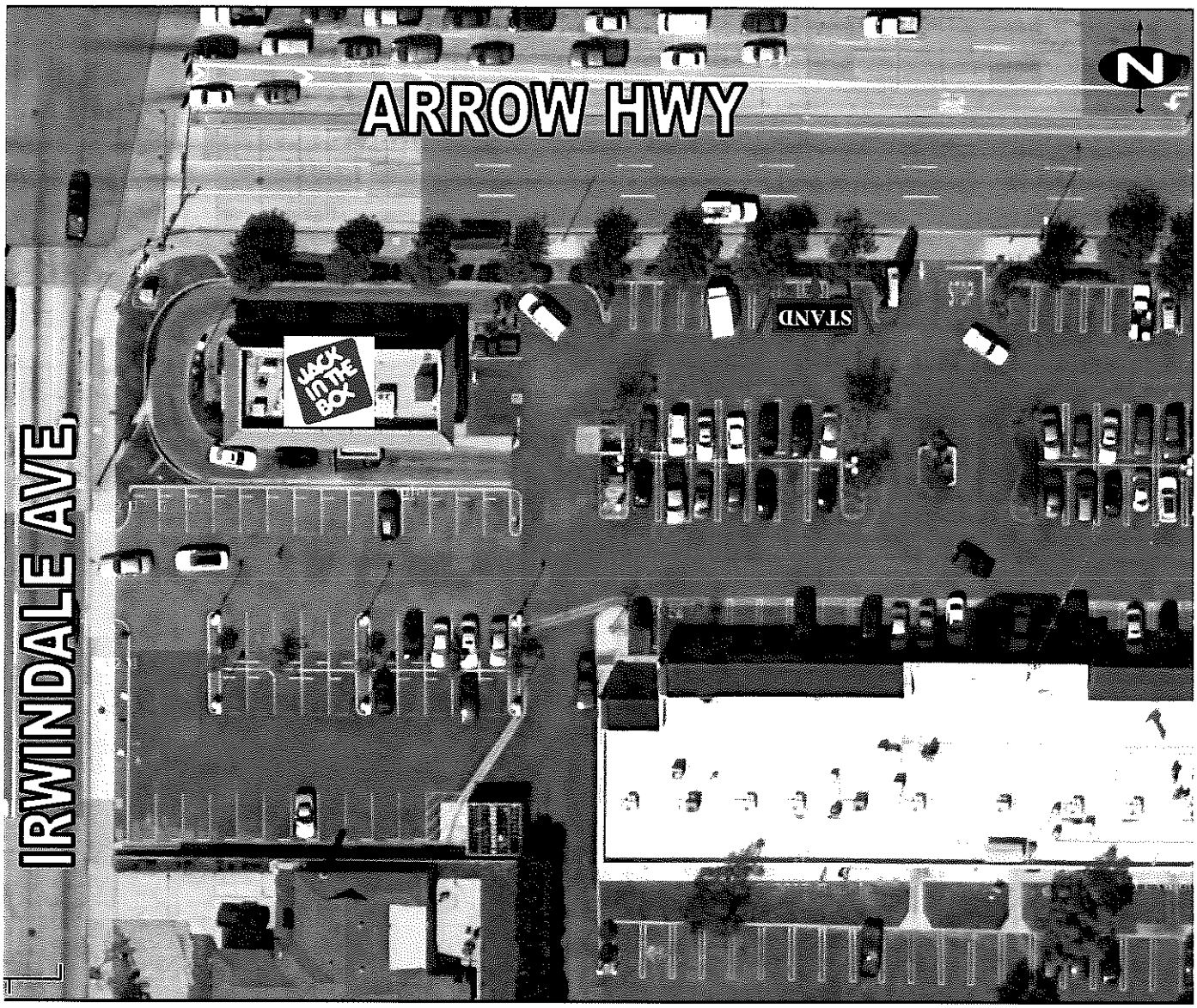
SET-UP 6/22 **DOWN DATE** 7/10 **LIGHTS** OPW

ADDRESS 16000-16030 ARROW HWY

INTERSECTION SEC ARROW HWY & IRWINDALE AVENUE

THOMAS GUIDE — COUNTY LA **PAGE** **GRID**

SPECIAL INSTRUCTIONS FACE STAND TO STREET WITH BACK OF THE STAND INLINE WITH THE PARKING STRIPES— START STAND IN FIRST PARKING SPOT



DISPLAY THIS PERMIT CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH IT IS ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

TEMPORARY SELLER'S PERMIT

PERMIT NUMBER

203923616 - 00001

IRWINDALE SISTER CITIES, INC
GRACE COX
16000 ARROW HWY
IRWINDALE CA 91706-2011

IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION.

EFFECTIVE DATE:
June 28, 2024 thru July 4, 2024

YOU ARE REQUIRED TO OBEY ALL FEDERAL AND STATE LAWS THAT REGULATE OR CONTROL YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW YOU TO DO OTHERWISE.

PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS.

THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (TTY:711).
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1-888-324-2798.

CDTFA-442-ST REV. 9 (2-22)

A MESSAGE TO OUR PERMIT HOLDER

As a permitee, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:

- Our website at *www.cdtfa.ca.gov*.
- Our toll-free Customer Service Center at 1-800-400-7115 (TTY:711). Customer service representatives are available Monday through Friday from 7:30 a.m. to 5:00 p.m. (Pacific time), except state holidays.

As a permittee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a California Department of Tax and Fee Administration (CDTFA) representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes.

You must notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. This permit is valid only for the owner specified on the permit. A person who obtains a permit and ceases to do business, or never commenced business, shall surrender their permit by immediately notifying CDTFA in writing at this address: California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the permit to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a permit may be disclosed to other government agencies.

STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of $150.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Fire Engineering
Office of the State Fire Marshal
PO Box 944246, Sacramento, CA
94244-2460
(916) 568-2948

LICENSEE INFORMATION

Name (Last, First): Deeth, Terese	Phone Number:
Mailing Address (Street Address, City, CA, Zip): 555 N. Gilbert St, Fullerton, CA, 92833	
Local Contact Person and Phone Number (if different from Licensee above): STEVE BENNETT, [redacted]	

STAND INFORMATION

Group Name: SISTER CITIES ASSOCIATION - XXX0261
Physical Address (Street Address, City, CA, Zip): 16000-16034 ARROW HWY, IRWINDALE, CA, 91706
County of Stand Location: Los Angeles

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.: W-1081
Contact Name: Deeth, Terese	Phone Number: [redacted]

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Los Angeles County Fire Dept.
Physical Address (Street Address, City, CA, Zip): 1320 N. Eastern Ave, Los Angeles, CA, 90063

CAL Fire Validation No.
6671
Valid Through
06/28/2024-07/06/2024

Signature of Fireworks Program Coordinator	Signature of Licensee	Date
		04/03/2024

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be atleast 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16

For CAL FIRE DAO Use Only: Index-5942, PCA-59420, Source Code- 4129400

CERTIFICATE OF LIABILITY INSURANCE

11/1/2024

DATE (MM/DD/YYYY): 11/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Everest Indemnity Insurance Company	10851
INSURED 1359665 American Promotional Events, Inc. DBA TNT Fireworks, Inc. 555 North Gilbert Avenue Fullerton CA 92833 XXX0261	INSURER B : Arch Specialty Insurance Company	21199
	INSURER C : Berkshire Hathaway Homestate Ins Co	20044
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 12253695 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:	Y	N	SI8GL00242-231	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	N	UXP0056189-10	11/1/2023	11/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	AMWC452609	11/1/2023	11/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Property Located @ SEC Irwindale & Arrow Hwy., Irwindale, CA 91706 (XXX0261) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

12253695
Sister Cities Association- Irwindale & the City of Irwindale, their officers, agents and employees when acting in their official capacities as such
5050 North Irwindale Avenue
Irwindale CA 91706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Item #19.F.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: 2nd Reading - Ordinance No. 777

City Manager's Recommendation:

That the City Council **adopt Ordinance No. 777** entitled**,** "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING CHAPTERS 2.28 (PARKS & RECREATION COMMISSION), 2.32 (PLANNING COMMISSION), 2.56 (SENIOR CITIZEN COMMISSION), AND 2.60 (YOUTH COMMISSION) AND ADOPTING CHAPTER 2.30 (CITY COMMISSIONS) WITHIN TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE IRWINDALE MUNICIPAL CODE TO CONSOLIDATE AND ESTABLISH UNIFORMITY AMONG ALL BOARDS AND COMMISSIONS ESTABLISHED BY THE CITY OF IRWINDALE".

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

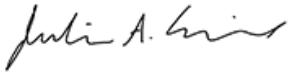
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City of Irwindale has four (4) boards and commissions: Parks & Recreation, Planning, Senior Citizen and Youth. The policies and procedures governing these commissions are found in the Irwindale Municipal Code (IMC) within Title 2 (Administration and Personnel) in four (4) separate chapters, one for each commission. Staff has reviewed each existing chapter of the IMC related to Boards and Commissions, and has consolidated them into one cohesive ordinance. Proposed Ordinance No. 777 would establish uniformity among the Boards and Commissions so that the procedures and processes of each commission are easier for the residents, staff, and City officials to understand and administer.

Ordinance No. 777 would:

- Consolidate the current four chapters into a new, single chapter of the IMC related to Boards and Commissions
- Identify the purpose and duties of each Board and Commission
- Establish the number of members for each Board and Commission
- Clarify eligibility requirements
- Designate conditions of appointment for commissioners (Irwindale resident, registered voter, age for Senior & Youth, etc)
- Specify excused and unexcused absences
- Provide the roles and responsibilities of the Chair and Vice Chair

At the meeting of May 22, 2024, the City Council introduced Ordinance No. 777 for first reading. It would now be appropriate for the City Council to adopt the ordinance on second reading.

Fiscal Impact:

None

Attachments:

1. Ordinance No. 777

ORDINANCE NO. 777

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING CHAPTERS 2.28 (PARKS & RECREATION COMMISSION, 2.32 (PLANNING COMMISSION), 2.56 (SENIOR CITIZEN COMMISSION), AND 2.60 (YOUTH COMMISSION) AND ADOPTING CHAPTER 2.30 (CITY COMMISSIONS) WITHIN TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE IRWINDALE MUNICIPAL CODE TO CONSOLIDATE AND ESTABLISH UNIFORMITY AMONG ALL BOARDS AND COMMISSIONS ESTABLISHED BY THE CITY OF IRWINDALE

WHEREAS, the City of Irwindale has four boards and commissions to the City Council; and

WHEREAS, each board and commission is governed by its own set of procedures or processes in separate sections of the Irwindale Municipal Code; and

WHEREAS, the City Council desires to consolidate each of these sections, which are sometimes inconsistent, and establish uniformity so that the procedures and processes of each commission are easier for the public, staff, and City officials to understand and administer.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES ORDAIN:

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

SECTION 2. Chapter 2.28 (Parks & Recreation Commission) of Title 2 (Administration and Personnel) of the Irwindale Municipal Code is hereby repealed in its entirety.

SECTION 3. Chapter 2.32 (Planning Commission) of Title 2 (Administration and Personnel) of the Irwindale Municipal Code is hereby repealed in its entirety.

SECTION 4. Chapter 2.56 (Senior Citizen Commission) of Title 2 (Administration and Personnel) of the Irwindale Municipal Code is hereby repealed in its entirety.

SECTION 5. Chapter 2.60 (Youth Commission) of Title 2 (Administration and Personnel) of the Irwindale Municipal Code is hereby repealed in its entirety.

SECTION 6. The City Council hereby adopts Chapter 2.30 (City Boards and Commissions) of Title 2 (Administration and Personnel) of the Irwindale Municipal Code in its entirety as follows:

"Chapter 2.30

CITY BOARDS AND COMMISSIONS

2.30.010 Establishment of City Boards and Commissions
2.30.020 Purpose & Duties of Each City Board and Commission
2.30.030 Membership
2.30.040 Eligibility
2.30.050 Appointment Process
2.30.060 Conditions of Appointment
2.30.070 Term of Office
2.30.080 Removal
2.30.090 Vacation of Position Due to Multiple Absences
2.30.100 Officers
2.30.110 Meetings
2.30.120 Rules and Regulations
2.30.130 Staff Support
2.30.140 Compensation

Section 2.30.010 Establishment of City Boards and Commissions

The following City boards and commissions are hereby created and established under this Chapter:

(1) The Irwindale Parks and Recreation Commission; and

(2) The Irwindale Planning Commission; and

(3) The Irwindale Senior Citizen Commission; and

(4) The Irwindale Youth Commission.

Section 2.30.020 Purpose and Duties of Each City Board and Commission

(1) The Parks & Recreation Commission shall have the power and duty to:

(A) Act in advisory capacity to the city council in all matters pertaining to parks & community recreation;

(B) Assist the city council and city manager, or his/her designee, in the planning of parks & recreation programs for the inhabitants of the city, promote and stimulate public interest therein, and solicit cooperation of

school authorities and other public and private agencies interested therein;

(C) Assist and make recommendations to the city council and city manager, or his/her designee for the implementation and enforcement of all ordinances of the city relating to parks and recreation;

(D) Consider the annual budget for parks and recreation during the process of its preparation and make recommendations with respect thereto to the city council and city manager, or his/her designee;

(E) Perform such other duties not inconsistent with this chapter as may be prescribed by the city council.

(2) The Planning Commission shall have the power and duty to:

(A) Perform the duties and exercise all the rights, powers, and privileges specified and provided for in this chapter and by state law;

(B) Make advisory decisions and recommendations to the city council in the legislative matters of amending zone boundaries or use classifications or other matters established by any ordinance of the city and state law.

(3) The Senior Citizen Commission shall have the power and duty to:

(A) Act in an advisory capacity to the city council and city manager, or his/her designee in all matters pertaining to the senior citizens of the community;

(B) Assist the city council and city manager, or his/her designee, in the planning of senior citizen programs for residents of the city, promote and stimulate public interest therein, and solicit the cooperation of public and private agencies interested therein;

(C) Assist and make recommendations to the city council and city manager, or his/her designee, for the implementation and enforcement of all ordinances and programs of the city relating to the city's senior citizens;

(D) Consider the annual budget for senior citizen programs during the process of its preparation and make recommendations with respect thereto to the city council and city manager, or his/her designee;

(E) Perform such other duties not inconsistent with this ordinance as may be prescribed by the city council.

(4) The Youth Commission shall have the power and duty to:

(A) Act in an advisory capacity to the parks and recreation department in all matters pertaining to the youth of the community;

(B) Assist the parks and recreation department staff in the planning of youth programs for residents of the city, promote and stimulate public interest therein, and solicit the cooperation of school authorities and other public and private agencies interested therein;

(C) Assist and make recommendations to the parks and recreation department for the implementation and enforcement of all ordinances and programs of the city relating to the city's youth;

(D) Perform other such duties not inconsistent with this ordinance as may be prescribed by the city council.

Section 2.30.030 Membership

Each board and commission established by this chapter 2.30 shall be comprised of five voting members appointed by the City Council, as set forth in Section 2.30.050.

Section 2.30.040 Eligibility

(1) The following requirements for eligibility shall apply to all boards and commissions established by the Chapter except as otherwise specified in this Chapter:

(A) Each member is required to be a resident of the City of Irwindale;

(B) Except for members of the Youth Commission, each member shall be at least 18 years old;

(C) Except for members of the Youth Commission, each member shall be a registered, qualified voter of the City of Irwindale;

(D) No person who holds office in the city government or who is employed by the city shall be appointed to any board or commission;

(E) During the term of appointment, if such appointed member ceases to reside within the city, the appointment of such member shall be deemed to have been terminated.

(2) The following additional eligibility requirements shall apply with respect to the following boards and commissions:

(A) With respect to the Senior Citizen Commission, each member shall also be:

(i) At least 50 years of age.

(B) With respect to the Youth Commission, each member shall also be:

(i) A high school student grade ten through twelve, maintaining a grade point average of 2.5 or higher with proof to be presented at the time of application and to be verified at the close of each school year.

Section 2.30.050 Appointment

(1) Each member of a City board or commission shall be nominated to fill a position on the commission. The first nomination to fill a vacancy shall be made by the mayor. If the first nominee fails to receive three affirmative votes of the city council, subsequent nominations may be made by any member of the city council, excluding the mayor. In the event no nominee receives three affirmative votes, after all members of the city council have made a nomination, the mayor may then make another nomination, followed by all members of the city council. Nominations shall continue to be made in such order (mayor first, remaining councilmembers next) until a nominee is approved by three affirmative votes. The first nominee to be approved by not less than three members of the city council evidenced by a resolution duly introduced and passed by not less than three affirmative votes thereon shall be appointed to the commission.

(2) Pursuant to this Chapter and Government Code Sections 54974 and 65100 through 65101, the following procedures shall be employed in filling vacancies on the boards and commissions:

(A) The city clerk shall prepare a list of all regular and ongoing citizen boards and commissions and committees, which are appointed by the city council, on or before December 31st of each year.

(B) If vacancies occur otherwise than by expiration of the term, the vacancy shall be filled by appointment to the unexpired term in the same fashion as the original appointment of members.

(C) Whenever a vacancy occurs, the city clerk shall post notice within twenty days. Final appointment shall not be made by the city council for at least ten days after the posting of notice.

(3) Notwithstanding subsection (2) of this subsection, the city council may, if it finds that an emergency exists, fill the unscheduled vacancy immediately. Such emergency appointments shall be made by the majority of the city council. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

(4) Members of any board or commission shall notify the city clerk of their declared vacancy pursuant to the provisions of this code or state law. The city clerk shall in turn advise the city council of such notifications.

(5) The city council may provide by resolution any additional procedures necessary for appointments.

Section 2.30.060 Conditions of Appointment

(1) All board and commission members shall comply with the following:

(A) All members of boards and commissions shall take an oath of office administered by the mayor or city clerk.

(B) All members shall complete ethics training within 60 days upon assuming office and every two years thereafter as required under Government Code Section 53235, as amended.

(C) Members of the Planning Commission shall file with the city clerk a statement of economic interest set forth by the Fair Political Practices Commission upon assuming office, leaving office, and on an annual basis to the extent of the Irwindale conflict of interest code defined for the Planning Commission.

Section 2.30.070 Term of Office

(1) The following terms of office shall apply, except as otherwise specified in this Chapter:

(A) For the Parks and Recreation and Senior Citizen Commissions, members appointed shall serve staggered terms of three (3) years.

(B) For the Planning Commission, members appointed shall serve staggered terms of four (4) years.

(2) Each appointment shall expire on December 31st of the year of expiration of the individual member's term. However, after the expiration of a term, a member may continue to serve until the member's successor qualifies and is appointed by the City Council. In such case that the successor's term does not

commence on January 1st, the successor shall not be entitled to any additional time to be added to his or her term.

(3) The following additional requirements shall apply with respect to the following boards and commissions:

(A) With respect to the Youth Commission:

(i) Each member shall be nominated and appointed to fill a position at the first regular meeting of the city council in October of each year, pursuant to the procedures for appointment outlined in Section 2.30.050.

(ii) Members appointed shall serve for staggered terms of two (2) years, terminating at 12:01 a.m. on the date of the second regular city council meeting held in September of the year of expiration of the term, or, if not, by September 30 of that year.

Section 2.30.080 Removal

Board or commission members may be removed with or without cause, by a majority vote of the city council at any time. No prior notice needs to be given to any commissioner that the city council intends to take such action nor does the city council need to provide any statement of its reasons for taking such action.

Section 2.30.090 Vacation of Position Due to Multiple Absences

(1) It shall be the obligation of board and commission members to attend all meetings, whether regular or special, except for good cause such as illness, family emergency, or schedule conflicts.

(2) Unexcused absence from a majority portion of three successive regular meetings shall be deemed a resignation.

(3) If a board or commission member knows he or she will be unable to attend a meeting of the board or commission, the member, or his / her designee must notify the Director who oversees the respective commission or the Secretary/Clerk of the Board prior to the time established for commencement of the meeting. The member, or his/her designee, must generally provide an explanation for his or her absence. At the beginning of the board or commission meeting, Director of the commission or the Secretary/Clerk of the Board shall inform the commission of the reason for the absence of any commissioner, and the commission shall determine whether such absence is excused or unexcused.

(4) The following circumstances shall automatically be deemed an unexcused absence:

(A) Failure by any board or commission member, or his/her designee to notify the Director who oversees the respective commission or the Secretary / Clerk of the Board prior to the time established for commencement of the meeting of the member's absence.

Section 2.30.100 Officers

(1) As soon as practicable following the first of January of each year, the board or commission shall elect from the appointive members a chairperson and vice chairperson to serve as such at the pleasure of the commission.

(2) The chairperson and vice chairperson may serve successive terms.

(3) Duties of Chairperson:

(A) The chairperson shall preside at all regular and special meetings of the board or commission

(B) The chairperson shall perform other such duties as established by this chapter, as designated by the majority of the board or commission and as are normally incident to such office.

(4) Duties of Vice Chairperson:

(A) The vice chair person shall perform the duties of the chairperson during the chairperson's absence or otherwise when needed.

(5) The following additional requirements shall apply with respect to the following boards and commissions:

(A) With respect to the Youth Commission:

(i) At the first youth commission meeting following the meeting at which appointments are made by the city council, the commission shall elect from the appointive members a chairperson and vice chairperson to serve as such at the pleasure of the commission.

Section 2.30.110 Meetings

(1) The boards and commissions shall hold regular meetings at least once a month at such time or times as it prescribes and may hold such special meetings as it may desire, in accordance with the Brown Act.

(2) The following additional requirements shall apply with respect to the following boards and commissions:

(A) With respect to the Planning Commission:

(i) There shall be only one regular meeting of the planning commission during each calendar month, which shall be held at the time fixed by resolution of the planning commission. In the event such meeting date falls on a holiday, said regular meeting shall be held at the same hour as the regular meeting but on the next succeeding day which is not a holiday. Any such regular meeting may be adjourned from time to time.

Section 2.30.120 Rules and Regulations

(1) All commissions established by this Chapter 2.30 are declared to be subject to the provisions of the Ralph M. Brown Act contained in the California Government Code or any amendments thereto, adhering to open meetings with public comment.

(2) A majority of the members shall constitute a quorum for the purpose of transacting the business of the commission.

(3) The Planning Commission shall adopt rules for the transaction of business and shall keep a public record of its resolutions, transactions, findings and determinations.

(4) Additional rules and regulations may be adopted by resolution of the city council.

Section 2.30.130 Staff Support

The city manager shall provide staff support for the facilitation of meetings, preparation and distribution of the agenda and minutes, and for each board and commission to carry out its duties and powers.

Section 2.30.140 Compensation and Expenses

(1) Each member of the Parks and Recreation commission shall receive the sum of one hundred seventy-five dollars for each regular meeting of the parks and recreation commission actually attended by each such commissioner, not to exceed a maximum of one hundred seventy-five dollars per month.

(2) Each member of the Planning Commission shall receive the sum of two hundred dollars for each regular meeting of the Planning Commission actually attended by each such commissioner, not to exceed a maximum of two hundred dollars per month.

(3) Each commissioner may receive reasonable travel, subsistence, lodging and incidental expenses incurred for attendance at conferences and actual and necessary expenses incurred by commissioners in the performance of their official duties. All expense reimbursements shall be made in accordance with policies and procedures established therefor by the city council and shall be approved by the city council.

(4) The following additional requirements shall apply with respect to the following boards and commissions:

(A) With respect to the Senior Citizen Commission:

(i) Each member of the Senior Citizen Commission shall receive the sum of one hundred dollars for each regular meeting of the senior citizen commission actually attended by each such commissioner, not to exceed a maximum of one hundred dollars per month. The commissioners shall not be entitled to any additional compensation or benefits of any kind or reimbursement of any expenses beyond such one hundred dollar monthly sum.

(B) With respect to the Youth Commission:

(i) Members of the Youth Commission shall serve without compensation but shall be reimbursed for any necessary traveling expenses and other expenses incurred on official duty when such expenses have been authorized by the city council."

SECTION 7. 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 8. The Mayor shall sign this Ordinance and the Chief Deputy City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted according to law. This Ordinance shall take effect 30 days after its final passage

PASSED, APPROVED, AND ADOPTED this ____day of _____ 2024.

_____

Albert F. Ambriz, 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, California do hereby certify that the foregoing Ordinance No. 777 was introduced at a regular meeting of the City Council of the City of Irwindale held on the 22nd day of May 2024, and was duly passed at a regular meeting of the City Council of the City of Irwindale held on the 12th day of June 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Laura M. Nieto, MMC

Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 777, adopted by the City Council of the City of Irwindale at its regular meeting held _____ to be posted at the City Hall, Library, and Post Office on _____.

_____ Dated:

Laura M. Nieto, MMC

Chief Deputy City Clerk

Item #19.G.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: November 5, 2024 General Municipal Election – Adoption of Resolution

City Manager's Recommendation:

Adopt Resolution No. 2024-25-3502 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, (1) CALLING FOR AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CHARTER; (2) REQUESTING CONSOLIDATION OF SUCH ELECTION WITH THE COUNTY OF LOS ANGELES WITH ANY AND ALL ELECTIONS HELD ON SUCH DATE; (3) REQUESTING THE COUNTY OF LOS ANGELES TO PROVIDE SPECIFIC ELECTION ADMINISTRATION SERVICES FOR SUCH ELECTION; (4) ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE FOR SUCH ELECTION REGARDING CANDIDATE STATEMENTS; AND (5) PROVIDING FOR THE DETERMINATION OF TIE VOTES BY LOT UNLESS THE CITY COUNCIL ADOPTS THE PROVISIONS OF ELECTIONS CODE SECTION 15651 (b) PRIOR TO THE CONDUCT OF THE ELECTION RESULTING IN THE TIE VOTE" reading by title only and waiving further reading thereof.

Administrative Action:

>>>>

Submitted by:
Theresa Olivares, Assistant City Manager

Theresa Olivares

Prepared by:
Laura Nieto, Chief Deputy City Clerk

Laura M. Nieto

Reviewed by:

Adrian R. Guerra, City Attorney

Adrian R. Guerra

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On March 8, 2017, the City Council adopted Ordinance No. 711 thereby changing the City's General Municipal Election date from November of odd numbered years as a stand-alone (City-conducted) election to November of even numbered years as a consolidated (County-conducted) election. As a routine matter, prior to all General Municipal Elections, certain actions must be taken to begin the process for a city to conduct an election.

The City Council has previously adopted multiple resolutions related to the conduct of the General Municipal Election. In an effort to streamline the amount of paperwork to be transmitted to the County, Resolution No. 2024-25-3502 requests the following actions:

1. Calling for and giving notice of a General Municipal Election to be held on Tuesday, November 5, 2024;
2. Requests consolidation of such election with the County of Los Angeles with any and all elections held on such date, as well as City reimbursement to the County for costs incurred by reason of this consolidation;
3. Requests the County of Los Angeles to provide specific election administration services for such election, including canvassing the returns;
4. Adopts regulations for candidates for elective office for such election regarding candidate statements;
5. Provides for the determination of tie votes by lot unless the City Council adopts provisions of Elections Code Section 15651(b) prior to the conduct of the election resulting in a tie vote.

New for the November 5, 2024 General Election is a provision which would authorize the preparation of candidate statements for nonpartisan elective office for the purpose of electronic distribution. Statements prepared pursuant to this provision shall be posted on the website of the County Elections Official and candidates shall provide payment of the requisite fee. Candidates will continue to have the option to have a candidate statement printed in the sample ballot and pay in advance their estimated pro rata share of the actual costs.

Fiscal Impact:

Funds have been included in the FY 2024-25 budget for the costs associated with the November 5, 2024 election.

Attachments:

1. Proposed Resolution No. 2024-25-3502

RESOLUTION NO. 2024-25-3502

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, (1) CALLING FOR AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CHARTER; (2) REQUESTING CONSOLIDATION OF SUCH ELECTION WITH THE COUNTY OF LOS ANGELES WITH ANY AND ALL ELECTIONS HELD ON SUCH DATE; (3) REQUESTING THE COUNTY OF LOS ANGELES TO PROVIDE SPECIFIC ELECTION ADMINISTRATION SERVICES FOR SUCH ELECTION; (4) ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE FOR SUCH ELECTION REGARDING CANDIDATE STATEMENTS; AND (5) PROVIDING FOR THE DETERMINATION OF TIE VOTES BY LOT UNLESS THE CITY COUNCIL ADOPTS THE PROVISIONS OF ELECTIONS CODE SECTION 15651 (b) PRIOR TO THE CONDUCT OF THE ELECTION RESULTING IN THE TIE VOTE

WHEREAS, under the provisions of the Irwindale City Charter, a General Municipal Election shall be held on November 5, 2024, for the election of Municipal Officers; and

WHEREAS, it is desirable that the City's November 5, 2024 General Municipal Election be consolidated with any and all elections to be administered by Los Angeles County (the "County") on the same date and that the City have the same precincts, polling stations, and election officers within the City for such election; and

WHEREAS, the City Council wishes for the Office of the Registrar-Recorder/County Clerk for the County (the "Registrar") to canvass the returns of the City's November 5, 2024 General Municipal Election; and

WHEREAS, the City seeks the provision of election services from the Registrar relating to the conduct of the City's November 5, 2024 General Municipal Election; and

WHEREAS, the City Council approves the printing of the General Municipal Election information for the election to be held on Tuesday, November 5, 2024 in the languages requiring translation pursuant to the Voting Rights Act of 1965 and other legal provisions; and

WHEREAS, Elections Code Section 13307 provides that the City may adopt regulations pertaining to the recovery of certain costs associated with the printing, handling, translation, and mailing of candidate statements as filed with the elections officer; and

WHEREAS, the City shall compensate the County for all necessary expenses incurred by the Registrar in performing election services for the City; and

WHEREAS, tie votes shall be determined by lot unless the City Council adopts provisions of Elections Code Section 15651(b) prior to the conduct of the election resulting in a tie vote.

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

SECTION 1. That pursuant to the requirements of the Irwindale City Charter, there is called and ordered to be held in the City of Irwindale California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing three (3) Members of the City Council for the full term of four years.

SECTION 2. That pursuant to the requirements of Elections Code section 10403, it is respectfully requested that the Board of Supervisors of the County consent and agree to the consolidation of the City's General Municipal Election on Tuesday, November 5, 2024 with the County-administered election of the same date.

SECTION 3. That in connection with the Registrar's administration of the City's November 5, 2024 General Municipal Election, the City further requests that the Registrar be authorized and directed to: (a) review and verify Vote By Mail voter applications and signatures; (b) conduct registered voter verifications (including signature verifications) associated with the processing of any proposed General Municipal Election ballot measure; (c) provide the City of Irwindale with the appropriate election precinct data, to the extent required; (d) make available to the City of Irwindale such election facilities, ballot casting equipment and assistance as may be necessary to conduct the election in compliance with state law and the Board of Supervisor's approval; (e) canvass the election returns: (f) print and supply ballots for the election; (g) mail the City of Irwindale's sample ballots, including ballot measure question, arguments, rebuttals and impartial analysis; and (h) administer the City of Irwindale's General Municipal Election in all respects as if it were part and parcel of any other County administered election, implementing all such legally required or customarily employed measures and practices as may be necessary to conduct the election in a timely and legally compliant manner.

SECTION 4. That the City of Irwindale shall reimburse the County for any costs associated with the administration of the City's November 5, 2024 General Municipal Election.

SECTION 5. That the City hereby consents to have its General Municipal Election on Tuesday, November 5, 2024 consolidated with any and all elections conducted on such date within the County.

SECTION 6. That the ballots to be used at the election shall be in form and content as required by law or as directed by the Registrar to facilitate the consolidation of the City's November 5, 2024 General Municipal Election with the County-administered election of the same date.

SECTION 7. That the Chief Deputy City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 8. That vote centers for the election shall be open as required during the identified voting period pursuant to Elections Code sections 4007 and 14401.

SECTION 9. That the City Council authorizes the Chief Deputy City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a property submitted bill.

SECTION 10. That pursuant to Section 13307 of the Elections Code, each candidate for elective office to be voted for at the City's November 5, 2024 General Municipal Election may prepare a candidate statement on a form acceptable to the County Clerk and made available through the Chief Deputy City Clerk.

SECTION 11. That pursuant to Section 13307 (a)(1) of the Elections Code, candidate statements ***may*** include the following:

(A) The name, age and occupation of the candidate; and

(B) A brief description of no more than 200 words of the candidate's education and qualifications as expressed by the candidate himself or herself.

SECTION 12. That pursuant to Elections Code Section 13307 (a)(1), candidate statements ***shall not*** include the following:

(A) The party affiliation of the candidate; or

(B) References to membership or activity in partisan political organizations.

SECTION 13. That all prospective candidates should be aware of the holding in *Dean v. Superior Court (1998) 62 Cal.App.4th 638,* which holds that a statement prepared by a candidate for inclusion in the voters' pamphlet ***may not*** include comments or statements concerning the qualifications (or alleged lack of qualifications) of one's opponents. Candidates, in an abundance of caution, should avoid making any reference to opponents in their candidate statements. Candidates should seek the advice of private legal counsel if unsure as to whether their candidate statement does or does not comply with applicable law before filing.

SECTION 14. That the candidate statement shall be filed in typewritten form at the Office of the Chief Deputy City Clerk at the time the candidate's nomination papers are filed. The candidate statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. on the next working day after the close of the nomination period.

SECTION 15. Pursuant to Section 13307(c) of the California Elections Code, the governing body of the City of Irwindale authorizes the preparation of candidate statements for nonpartisan elective office for the purpose of electronic distribution. Candidates will prepare statements for electronic distribution pursuant to Section 13307(a) of the Elections Code. A statement prepared pursuant to this subdivision shall be posted on the internet website of the County Elections Official. Pursuant to Section 13307.7(a) of the Elections Code, candidates shall provide payment of the requisite fee to cover the duties and procedures set forth in Sections 13307(b) and (d) of the Elections Code.

SECTION 16. That subject to any logistical constraints imposed by the Registrar by virtue of consolidation, the Chief Deputy City Clerk shall have translated (from English to other languages as authorized under the Voting Rights Act of 1965 an other legal provisions) and printed in the sample ballot only the candidate statement of those candidates who have properly requested it.

SECTION 17. That no candidate for any elected office of the City shall be permitted to include additional materials in the voters' pamphlet and sample ballot package.

SECTION 18. That each candidate for any of the offices to be elected at the General Municipal Election to be conducted on November 5, 2024, who files a candidate statement, shall, as a condition of having his or her statement included in the sample ballot, concurrently deposit with the Chief Deputy City Clerk an amount, as reasonably estimated by the City Clerk, to pay in advance his or her estimated *pro rata* share of the actual costs of printing and handling such candidate statements incurred by the City of Irwindale and/or the County Clerk as a result of providing such service at the time of filing such statement with the Chief Deputy City Clerk. In the event that the amount paid as a deposit by a candidate includes overpayment of actual costs incurred by the City of Irwindale and/or the County Clerk, the Chief Deputy City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty (30) days following the date of the election.

SECTION 19. That the Chief Deputy City Clerk shall provide each candidate or candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 20. That the City Council has determined that the action to be taken in the event of a tie vote is as follows: by lot pursuant to Elections Code Section 15651(a), unless the City Council adopts provisions of Elections Code 15651(b) prior to the conduct of the election resulting in the tie vote.

SECTION 21. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 22. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 23. That the Chief Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 24. That the Chief Deputy City Clerk is hereby directed to deliver a certified copy of this resolution to the Board of Supervisors of the County of Los Angeles and to transmit an electronic copy to the Board of Supervisors and the Registrar-Recorder/County Clerk.

PASSED, APPROVED, AND ADOPTED this ____ day of June 2024.

_____
Albert F. Ambriz, 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. 2024-25-3502 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 12th day of June 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #19.H.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Proposed End-of-Year Closure of City Facilities for 2024

City Manager's Recommendation:

Approve the closure of some City facilities during the period of Monday, December 23, 2024, through and including Sunday, January 5, 2025, and authorize the City Manager to implement said closure.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

For the past sixteen years, the City Council has authorized end-of-year closures for a period of one and one-half to two weeks. The closures have proven to be very successful. Employees have reacted positively to the extended time off, and because this time of year is historically very slow, the City has not received any complaints from the public as a result of the closure.

Staff is proposing a two-week end-of-year closure from Monday, December 23, 2024 through and including Sunday, January 5, 2025. The affected employees will be given the option to use their leave accruals or take time off without pay if they do not have sufficient leave accruals.

There are several reasons to favorably consider this closure:

- The time of year during which staff is recommending a City closure is historically a very slow time in most departments (both internally and externally), so the impact to public services is minimal;
- When an entire City department is closed during this slow period, employees do not face the large black-log of work typically experienced when an employee returns after a vacation;
- City closures could result in a savings to the City, as employees will take time off during the closures by using accrued leave which reduces the City's leave liability;
- City closures would result in a modest reduction in utilities, expenses, fuel and supplies consumption;
- City closures would enable employees in one-and two-person departments to take time off at the same time as larger departments without impacting service to the public.

It is proposed that all departments close to the public from Monday, December 23, 2024 through and including Sunday, January 5, 2025, with the exception of the Irwindale Police Department (Records and Administrative staff excluded) and the Irwindale Recreation Department. Staff is proposing that employees be offered the option to use accrued leave (comp time, floating holiday, vacation, or administrative leave) or take the time off with no pay. The holiday schedule for 2024 will require the use of 50 hours of leave during the proposed closure period from Monday, December 23, 2024, through and including Sunday, January 5, 2025. All departments and impacted bargaining units (IMEA and ICEA) have been consulted regarding this potential closure, as the MOU with these bargaining units provides that the City Manager and City Council may authorize the closure after advance notification to all employees, residents, and other stakeholders. The City Manager may authorize, on a case-by-case basis, an employee to work during the closure.

As in previous years, future decisions to close City facilities will be made on a year-to-year basis after consideration on impact to operations and the public, meeting with departments and bargaining units, and at the discretion of the City Manager.

Fiscal Impact:

There would be no additional cost to the City; instead, closure would most likely result in savings to the City as mentioned above relating to utilities, fuel, accrued leave reduction and other operating

expenses.

Attachments:

None

Item #19.I.

City of IRWINDALE
AGENDA REPORT

Date: June 12, 2024

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 / Executive Director

Issue: Investment Policy Review and Delegation of the Investment Authority (Joint Item with Successor Agency, Housing Authority and Reclamation Authority)

City Manager's Recommendation:

It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority adopt Joint Resolution No. 2024-35-3512, SA 2024-36-3513, HA 2024-05-143, and RA 2024-03-042 entitled, "**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY.**"

Administrative Action:

Submitted / Prepared by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager / Executive Director

Background and Analysis:

The City Treasurer is required by the State of California Government Code Section 53646, to present to

the City Council the City's Investment Policy on an annual basis or when any change is proposed to be made to the policy.

The City of Irwindale's Investment Policy was last reviewed and approved on December 13, 2023. The City Treasurer has reviewed the current Investment Policy and is recommending appropriate and necessary changes to the overall policy as shown in the legislative format of the attached Exhibit A, Draft City of Irwindale Investment Policy. The updated Investment Policy would be adopted via the proposed resolutions of the City Council, Housing Authority, Reclamation Authority, and Successor Agency.

Additionally, the proposed resolutions would renew the delegation of authority to invest or reinvest funds, or sell or exchange securities, to the City Treasurer for a one-year period pursuant to State of California Government Code Section 53607.

The Investment Policy continues to adhere to the City's objectives of safety, liquidity and yield, and continues delegating investment authority to the City Treasurer.

The Investment Policy requires that an Investment Report be presented to the City Council/Boardmembers on a quarterly basis, which shall present the status of the City's current investment portfolio. In accordance with this requirement, an Investment Report is presented to the City Council/Boardmembers on a quarterly basis.

The next Investment Report will be presented to the City Council/Boardmembers at their regularly scheduled meeting on July 24, 2024, and it will list the combined investment portfolio for the City of Irwindale, Successor Agency, Housing Authority, and Reclamation Authority as of the quarter ending June 30, 2024.

Fiscal Impact:

None.

Attachments:

1. Resolution 2024-35-3512 (Joint with SA,HA, & RA) - Investment Policy
2. Investment Policy June 2024

RESOLUTION NO. 2023-92-3470
RESOLUTION NO. SA 2023-93-3471
RESOLUTION NO. HA 2023-07-138
RESOLUTION NO. RA 2023-04-039

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, and RA 2023-03-038 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY

WHEREAS, Section 708 of the Charter of the City of Irwindale established the office of the City Treasurer and imposes duties upon the City Treasurer under state and local law, including the custody of all City funds; and

WHEREAS, Section 53646 of the State of California Government Code requires that the City Treasurer render annually to the City Council a statement of investment policy for consideration at a public meeting; and

WHEREAS, Government Code section 53646 also requires that any change in the investment policy shall also be reviewed and approved at a public meeting; and

WHEREAS, the City Treasurer, after review of the City of Irwindale Investment Policy ("Investment Policy"), is proposing appropriate and necessary changes to overall policy; and

WHEREAS, the Investment Policy was presented by the City Treasurer as a joint item to the City Council, and Boards of the Successor Agency, Housing Authority, and Reclamation Authority at the public meeting held on December 13, 2023; and

WHEREAS, Investment Policy Resolution Numbers 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, and RA 2023-03-038 are proposed to be repealed and replaced in their entirety with an updated Investment Policy and corresponding Resolution Numbers 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039; and

WHEREAS, pursuant to Government Code section 53607, the City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority may delegate the authority to invest or reinvest funds, or sell or exchange securities, to the City Treasurer for a one-year period. Subject to review, the delegation of authority may be renewed each year; and

WHEREAS, Resolution Numbers 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 would also renew the delegation of authority to invest or reinvest funds, or sell or exchange securities, to the City Treasurer for a one-year period; and

WHEREAS, the City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority desire to approve the City of Irwindale Investment Policy by adopting Resolution Numbers 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 respectively, and delegate investment authority to the City Treasurer.

NOW, THEREFORE, **THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD DO 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 of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority have reviewed and hereby approve and adopt the Investment Policy attached as Exhibit "A" and made a part hereof.

SECTION 3. Resolution Numbers 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, and RA 2023-03-038 are hereby repealed and replaced in their entirety by Resolution Numbers 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039, respectively, and the City of Irwindale Investment Policy is hereby replaced in its entirety by the adopted Investment Policy attached as Exhibit "A."

SECTION 4. The City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority hereby delegate the authority to invest the surplus funds of the City of Irwindale, Irwindale Successor Agency, Irwindale Housing Authority, and Irwindale Reclamation Authority to the City Treasurer consistent with the attached Investment Policy.

SECTION 5. If any section, subsection, sentence, clause or phrase of this Resolution 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 Resolution. The City Council hereby declares that it would have passed this Resolution 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 6. The Chief Deputy City Clerk, Secretary to the Successor Agency, and Authority Assistant Secretaries shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2023.

_____
H. Manuel Ortiz, Mayor/Chair

ATTEST:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk/Secretary

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 Nos. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 were adopted jointly at a regular meeting of the City Council of the City of Irwindale held on December 13th, 2023, by the following vote:

AYES: Councilmembers/Agency Members/Authority Members:

NOES: Councilmembers/Agency Members/Authority Members:

ABSENT: Councilmembers/Agency Members/Authority Members:

ABSTAIN: Councilmembers/Agency Members/Authority Members:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk/Secretary

EXHIBIT A

CITY OF IRWINDALE
INVESTMENT POLICY
JUNE 2024

POLICY

The investment of the funds of the City of Irwindale ("City) is directed toward the goals of safety, liquidity and yield. The State of California authority governing investments for municipal governments is set forth in the California Government Code, Sections 53601 through 53659.

The primary objective of the investment policy ("Policy") of the City is **SAFETY OF PRINCIPAL**. Investments shall be placed in securities as outlined in the authorized investments and maturity sections of this document. Effective cash flow management and resulting cash investment practices are recognized as essential to good fiscal management and control. The City monitors cash flow on a daily basis and reports results to City Council quarterly to help ensure that liquidity is never threatened. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. Portfolio management requires continual analysis and as a result the balance between the various investments and maturities may change in order to give the City the optimum combination of necessary liquidity and yield based on cash flow projections.

SCOPE

The investment policy applies to all financial assets of the City as accounted for the Annual Comprehensive Financial Report (ACFR). Policy statements outlined in this document focus on the City's pooled funds but will also apply to all other funds under the City Treasurer's span of control unless specifically exempted by resolution. This includes funds of the City of Irwindale, as well as the Irwindale Successor Agency, Irwindale Housing Authority, and the Irwindale Reclamation Authority. Retirement, Pension and Deferred Compensation Funds are excluded from this Policy. Funds held by a fiscal agent or trustee and pledged to payment for, or security of bonds or other obligations of the City may be invested pursuant to the provisions governing the issuance of the bonds, debt or obligation of the City.

PRUDENCE

The standard to be used by investment officials shall be that of a “prudent investor” and shall be applied in the context of managing all aspects of the overall portfolio. The “prudent investor” standard is defined as: When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

The City Treasurer and other individuals assigned to manage the investment portfolio, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility and liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

OBJECTIVES

Safety of Principal

Safety of principal is the foremost objective of the City. Each investment transaction shall seek to ensure that capital losses are avoided, whether from securities default, broker-dealer default or erosion of market value. The City shall seek to preserve principal by mitigating the two types of risk, credit risk and market risk, defined below:

> Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in investment grade securities and by diversifying the investment portfolio.
>
> Market risk, defined as market value fluctuations due to overall changes in the general level of interest rates, shall be mitigated by limiting the average maturity of the City's investment portfolio to three years, the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis, thereby eliminating the need to sell securities prior to maturity and avoiding the purchase of long term securities for the sole purpose of short term speculation.

Liquidity

The City's investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). A portion of the portfolio may be placed in money market mutual funds or local government investment pools that offer same day liquidity for short-term funds. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

Yield: Return on Investments

The City's investment portfolio shall be designed with the objective of attaining a market rate of return through budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of least importance compared to the safety and liquidity objectives described above.

SOCIAL RESPONSIBILITY

Investments in corporate securities and depository institutions (including purchases of investments authorized by this policy and relationships for depository, custodial, brokerage and other financial services per this policy or otherwise) shall be made in furtherance of socially responsible goals to the extent that such investments achieve substantially equivalent safety, liquidity and yield compared to other similar investments permitted by state law. Investments are to be made that will bear in mind the responsibility of city government to its citizens. Investments that support community well-being; promote equality of rights regardless of sex, race, age, disability or sexual orientation; promote community economic development; provide a positive impact on the environment, fair workplace practices, robust corporate governance, high product integrity, and positive community involvement will be considered.

INVESTMENT MATURITY

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 5 years from the date of purchase. At no point in time, shall more than one third of the investment portfolio have a maturity date in excess of three years into the future.

Reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

AUTHORIZED BANKS AND SECURITY DEALERS

In selecting financial institutions for the deposit or investment of City funds, the Treasurer shall consider the credit-worthiness of institutions, and utilize only those depositories that are qualified public depositories as established by state law. In addition, only broker-dealers that are authorized in the state of California will be utilized. The Treasurer shall continue to monitor financial institutions' credit characteristics and financial history throughout the period in which City funds are deposited or invested.

All broker-dealers who desire to become qualified bidders for investment transactions must supply the Treasurer with the following items: audited financial statements; National Association of Securities Dealers (NASD) certification; proof of state registration; and certification of awareness of, and familiarity with Irwindale's investment policy. A competitive bid process will be used when practical to select broker-dealers.

AUTHORIZED INVESTMENTS

Purchase of investments will be made with surplus funds available. Investments will be paid for, in full, as soon as practical after the time of trade. Purchases will not be made using leverage, margin accounts, reverse repurchase agreement, or other unfunded mechanisms. No investments shall conflict with Government Code section 53601.

Eligible vehicles for the investment of funds shall be limited to:

a) The State of California Local Agency Investment Fund (LAIF).

b) Bonds issued by the City of Irwindale, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the City or by a department board, agency, or authority of the City.

c) Bonds, notes, and similar securities issued by the United States Treasury. There will be no options or like instruments purchased.

d) Bonds, notes and similar securities issued by United States government agencies.

e) Registered state warrants or treasury notes or bonds issued by the State of California.

f) Bonds, notes, warrants or other evidence of debt issued by a local agency within the State of California, including pooled investment accounts sponsored by the State of California, County Treasurers, other local agencies or Joint Powers Agencies.

g) Medium-term notes (maximum maturity of 5 years or less) of corporations organized and operating within the United States rated "A" or better by nationally recognized rating agency. Purchases may not exceed 30% of the portfolio.

h) Negotiable certificates of deposit which are fully insured by the Federal Deposit of Insurance Corporation (FDIC).

i) Collateralized bank deposits with a perfected security interest in accordance with the Uniform Commercial Code (UCC) or applicable federal security regulations.

j) Banker's acceptances, accepted by domestic banks, which are members of the Federal Reserve System and are eligible for purchase or discount by the Federal Reserve System. Must have a commercial paper rating of A1 or P1. Purchases of banker's acceptances may not exceed 180 days maturity or 40% of the City's investment portfolio. No more than 30% of the investment portfolio may be invested in the banker's acceptances of any one commercial bank.

k) Repurchase/Reverse Repurchase Agreements of any securities authorized by this Section. Investment in Repurchase Agreements may not exceed a term of one year and the market value of the securities that underlay a Repurchase Agreement shall be no less than 102% of the funds borrowed against those securities because Repurchase Agreement limitations are set forth in California Government Code 53601(j).

l) Other investment instruments whose principal is guaranteed by the US government through programs such as the Temporary Liquidity Guarantee Program. Thus, corporate bonds are allowable investments if they are insured by the federal government or FDIC (TLGP).

m) Loans between the City of Irwindale funds and other City Agency funds, which include the Housing Authority, Successor Agency, and the Reclamation Authority. Any loans made shall be approved by resolution which shall describe the purpose of the inter-agency fund loan and include a Promissory Note that stipulates all terms of the loan. The Interest for any inter-agency fund loan shall be in line with the customary interest rate of investments for similar terms as exhibited in the latest City Treasurer's

Quarterly Report of Investments.

n) Commercial Paper: Short-term instruments with a maximum maturity of 270 days or less, an “A1/P1” (prime) rating or better, with fixed coupons, fixed maturity and no call provisions and meeting all of the additional conditions in either paragraph (A) or (B) below.

(A) The issuer is a general corporation organized and operating within the United States, has total assets in excess of five hundred million dollars, and has debt other than commercial paper, if any, that is rated in a rating category of “A” or its equivalent or higher by a nationally recognized rating agency.

(B) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company; has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond, and has commercial paper that is rated “A1/P1” (prime) or better by a nationally recognized rating agency.

Purchases may not exceed 25% of the portfolio and no more than 10% of any single issuer.

o) Money Market Funds registered under the Investment Company Act of 1940 which (1) are “no-load” (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant daily net asset value per share of $1.00; (3) invest only in the securities and obligations authorized in this investment policy and (4) have a rating of at least two of the following: AAAm by S&P Global Ratings, Aaa by Moody’s or AAA/V1+ by Fitch. The aggregate investment in money market funds shall not exceed 20% of the City’s total portfolio.

p) Supranational Organizations Securities, Limited to United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by: International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB). The stated final maturity of such security shall not exceed five (5) years from the date of purchase. Rated in the rating category of “AA” or better by a nationally recognized rating agency. Purchases may not exceed 30% of the portfolio.

INVESTMENTS HELD SEPARATELY

Investments of bond proceeds will be held separately when required by the bond indentures or when necessary to meet arbitrage regulations. If allowed by the bond indentures, or if the arbitrage regulations do not apply, investments of bond proceeds will be held as part of the pooled investments. The City’s Policy does

not apply to funds held in trust in the City's name in pension and other-post-retirement benefit programs.

DERIVATIVE INVESTMENTS

Derivatives are investments whose value is "derived" from a benchmark or index. That benchmark can be almost any financial measure from interest rates to commodity and stock prices. The City's investment policy shall be in compliance with California State Government Code which, effective January 1996, prohibits the purchase of inverse floaters, range notes, interest only strips or securities that could result in zero interest accrual at any point in the life of the security.

Future purchases of securities classified as derivative securities must be issued by an agency or entity authorized by this investment policy and must receive prior approval from the Governing Body.

COLLATERAL REQUIREMENTS

Collateral is required for investments in certificates of deposits, repurchase agreements and reverse repurchase agreements. In order to reduce market risk, the collateral level will be at least 102% of market value principal and accrued interest.

The only securities acceptable as collateral shall be direct obligations of, or fully guaranteed as to principal and interest by, the United States or any agency of the United States.

SAFEKEEPING OF SECURITIES

To protect against fraud or embezzlement, or losses caused by collapse of an individual securities dealer, all securities owned by the City shall be held in safekeeping by a third party bank trust department, acting as agent for the City under the terms of a custody agreement or Public Securities Association agreement (repurchase agreement collateral). All trades executed by a dealer will settle delivery vs. payment (DVP) through the City's safekeeping agent.

Securities held in custody for the City shall be independently audited on an annual basis to verify investment holdings.

All exceptions to this safekeeping policy must be approved by the City Treasurer in written form and included in monthly reporting to City Council.

PERFORMANCE EVALUATION

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

The City's investment strategy is passive. Passive investment portfolio management generally indicates that the Treasurer will purchase an instrument and hold it through to call or maturity, and then reinvest the monies. Although the City's investment strategy is passive, this will not restrict the Treasurer from evaluating when swaps are appropriate or if the sale of an instrument is prudent prior to final maturity. Given this strategy, the basis used by the Treasurer to determine whether market yields are being achieved shall be the Local Agency Investment Funds (LAIF).

DELEGATION OF AUTHORITY

The Charter of the City assigns the custody of all City funds to the City Treasurer. Pursuant to the Government Code, the City Council may delegate to the Treasurer for a one-year period the authority to invest or to reinvest all funds of the City. So long as the City Council's annual delegation of investment authority pursuant to California Government Code Section 53607 to the City Treasurer is effective, no person may engage in investment transactions unless directed by the City Treasurer, or in the absence of such effective delegation, unless directed by the City Council. In the execution of this delegated authority, the City Treasurer may establish accounts with well qualified, financially sound financial institutions and/or brokers/dealers for the purpose of completing investment transactions in accordance with this policy. The City Treasurer shall establish procedures for the operation consistent with this investment policy.

ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or impairs their ability to make impartial investment decisions. Additionally, the City Treasurer is required to annually file applicable financial disclosures as required by the Fair Political Practices Commission.

INTERNAL CONTROL

The Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with the City's Investment Policy and for establishing internal controls that are designed to prevent losses due to fraud, negligence, and third-party

misrepresentation. Accordingly, the City Treasurer shall establish procedures for the operation of the City's investment program that are consistent with the provisions of this Investment Policy.

Internal controls deemed most important shall include (but not limited to): avoidance of collusion; separation of duties and administrative controls; separating transaction authority from accounting and record keeping; custodial safekeeping; clear delegation of authority; management approval and review of investment transactions; specific limitations regarding securities losses and remedial action; written confirmation of telephone transactions; documentation of investment transactions and strategies; and monitoring of results.

REPORTING

The City Treasurer shall provide the City Council/Boardmembers quarterly investment reports which provide a clear picture of the status of the current investment portfolio. The treasurer's report shall include the type of investments, the issuers, maturity dates, par values, and the current market values of each component of the portfolio, including funds managed for the City by third party safekeeping custodians. The report will also include the source of the portfolio valuation. The report must also include a certification that the City will meet its expenditure obligations for the next six months as required by California Government Code Section 53646(b)(3). The City Treasurer shall maintain a complete and timely record of all investment transactions.

LEGISLATIVE CHANGES

Any State of California legislative action, that further restricts allowable maturities, investment type or percentage allocations, will be incorporated into the City's Investment Policy and supersede any and all previous applicable language.

POLICY REVIEW

The Statement of Investment Policy shall be updated annually in the month of June by the City Treasurer and submitted to the City Council for review and adoption.

Item #19.J.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Amendment No. 1 to Reimbursement Agreement with LIT Reliance II, LP (Clarion & Trammel Crow)

City Manager's Recommendation:

Approve Amendment No. 1 to the Reimbursement Agreement between the City of Irwindale and LIT Reliance II, LP for the City's consideration and processing of Reliance II Specific Plan development applications.

Administrative Action:

Prepared/Submitted by:

Kambiz Borhani, Finance Director / City Treasurer

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

Clarion/Trammel Crow, dba LIT Reliance II, LLP ("LIT"), is the current owner of the ±92-acre former mining site. The Reliance II Landfill site was previously owned by Calmat Co., dba Vulcan Materials

Company, Western Division. The site is now named the Irwindale Business Park North. The property On August 9, 2017, the City Council approved a Reimbursement Agreement between the City and Vulcan Materials Company that included reimbursement for costs incurred by the City related to development, related agreements, and consultant and attorney fees. Vulcan partnered with the Trammel Crow Company to construct a business park on the site. On November 8, 2017, the City Council approved Resolution No. 2017-88-2896 for the Reliance II Specific Plan which was adopted via the Initiative process pursuant to Elections Code Section 9214(a). The site is subject to the development standards and processes in the Reliance II Specific Plan. On March 15, 2021, Vulcan conveyed the project site to LIT.

On October 12, 2022, the City and LIT entered into a reimbursement agreement, for purposes of processing applications and plans submitted by LIT for development in accordance with the Reliance II Specific Plan. Pursuant to the terms of the Reimbursement Agreement, LIT is required to be responsible for all direct and indirect City costs related to the Improvements and the Approvals for the Project.

Currently, both the owner and the developer have requested the creation of a Community Facilities District (CFD) to fund the public improvements associated with their land development project. In order to move forward with the creation of CFD, the City will be required to solicit the services of qualified consulting firms. Staff is recommending an Agreement with Willdan Financial Services.

Because CFD formation was not originally contemplated as part of the reimbursable costs associated with the Project, LIT has agreed to reimburse the City for all direct and indirect City, City Attorney, City staff, and consultant(s) costs related to the formation of a CFD or creation of any other funding mechanism to fund the public improvements associated with the project. The attached Amendment No. 1 to Reimbursement Agreement establishes responsibility of LIT to reimburse the City for all direct and indirect costs associated with the CFD or any other funding mechanism established.

Fiscal Impact:

There is no fiscal impact. LIT will reimburse the City for all costs incurred.

Attachments:

1. LIT Reliance II, LP -Amendment No. 1 to Reimbursement Agreement

AMENDMENT NO. 1 to REIMBURSEMENT AGREEMENT

This Amendment No. 1 to Reimbursement Agreement ("Amendment No. 1") is executed this day of _____, 2024 ("**Effective Date**"), by and between the **CITY OF IRWINDALE**, a California municipal corporation ("**City**"), and **LIT RELIANCE II, LP**, a Delaware limited partnership ("**Developer**"). City and Developer may be referred to, individually or collectively, as "Party" or "Parties."

1. RECITALS

WHEREAS, October 12, 2022, the Parties entered into a Reimbursement Agreement ("**Agreement**"), for purposes of processing applications and plans submitted by Developer for development in accordance with the Reliance II Specific Plan, including consultants to assist with the Project, Improvements, and the Approvals, as those terms are defined in the Agreement, which may or may not include an analysis and approval required under CEQA laws and regulations. The City has also utilized its own staff to oversee and coordinate the processing of such applications and plans, and the City Attorney for review and negotiation of documents related to the Project.

WHEREAS, pursuant to the terms of the Agreement, Developer is required to be responsible for all direct and indirect City costs related to the Improvements and the Approvals for the Project, and for Developer to deposit funds with City in advance to reimburse City for such costs, and to establish procedures therefor.

WHEREAS, Developer has submitted a request for the creation of a Community Facilities District ("**CFD**") pursuant to the Mello Roos Community Facilities Act of 1982 (Government Code 53311 *et. seq*.) to fund the public improvements associated with the Reliance II Specific Plan. The original Project application submitted by developer and Agreement did not contemplate formation of a CFD as part of the reimbursable costs associated with the Project.

WHEREAS, the Parties desire to enter into this Amendment No. 1 to the Agreement for the purposes of Developer's reimbursement to the City for all direct and indirect City costs related to the formation of the CFD.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***).

A. Section 2 **Developer Responsibility for City Costs** is hereby amended to read in I its entirety as follows:

Developer shall be responsible for, and shall reimburse City for, all direct and indirect costs, fees and expenses of City related to review and City's undertaking of the planning, design, and permitting for the Improvements, inclusive of any City

efforts to facilitate the review and approval of Improvements by other agencies such as Union Pacific Railroad, the Los Angeles Metropolitan Transportation Authority and the California Public Utilities Commission, as may be needed, and the processing of the Approvals which, depending on the nature of the Approvals, may or may not include an analysis and approval required under CEQA laws and regulations (the "City Costs"). City Costs include, but are not limited to: (a) City Attorneys' fees, at a rate not to exceed $350.00 per hour including but not limited to, for drafting, negotiating and reviewing this Agreement, contracts with Consultants, contracts with other agencies and public agencies, and any documents that the City deems necessary in connection with undertaking of the planning, design, and permitting for the Improvements, and for the processing of the Approvals, (b) staff time required for drafting, negotiating and reviewing this Agreement, contracts with Consultants, and contracts with other agencies and public agencies, and any documents that the City deems necessary in connection with undertaking of the planning, design, and permitting for the Improvements, and for the processing of the Approvals; and (c) all costs associated with Sections 2(a) and 2(b) above, including consultant costs and fees; (d) all costs related to studies, reports and design services for the development of any Project-related infrastructure; (e) all costs related to investigations of the Property or the Project; and (f) any other fees and costs deemed necessary by the City in order to process, review, or act upon or complete the Improvements, the Project, and the Approvals, ***including, but not limited to, all direct and indirect City, City Attorney, City staff, and consultant costs related to the formation of a Community Facilities District or establishment of any other funding mechanism to fund the public improvements associated with the Project.*** City Costs will not include costs that have been incurred by the City prior to Developer's acquisition of the Site on May 15, 2021. Developer's obligation to deposit and reimburse City Costs are in addition to Developer's duty to indemnify, defend, and hold harmless City, as set forth in Section 8, below.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. No Obligation to Approve Project. The Parties expressly re-affirm that this Amendment No. 1 shall in no way obligate the City to grant any Approvals or take any particular action related to an application for any Approvals, including the formation of a Community Facilities District.

4. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Developer 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 other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Dev represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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 Amendment No. 1.

6. Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE, a California municipal corporation

By:_____
Julian Miranda, City Manager

ATTEST:

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

APPROVED AS TO FORM:

By:_____
Adrian Guerra, City Attorney

DEVELOPER:

LIT RELIANCE II, LP, a Delaware limited partnership

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Developer is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

Item #19.K.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award Willdan Financial Services Contract for Formation of Community Facilities District

City Manager's Recommendation:

Approve Agreement with Willdan Financial Services for a not-to-exceed amount of $47,500; and authorize the City Manager to sign the Agreement, subject to final language approval of the City Attorney; and

Administrative Action:

Prepared/Submitted by:

Kambiz Borhani, Finance Director / City Treasurer

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

BACKGROUND

The City has two Assessment Districts (ADs) to cover the costs of certain maintenance and improvements. Initially, in 2001/2002, a Sewer and Street Lighting Maintenance District was created for

the 116-acre Irwindale Business Center to fund costs associated with street lighting and sewer maintenance of the said area in the City.

Although the creation and the management of ADs have generally been successful, they do not offer the flexibility needed to fund improvements as the property moves towards ultimate build-out. This is due to the fact that the City does not have the financial capacity to subsidize maintenance costs associated with future development, such as street maintenance, public parks, or other improvements within the City's right of-way. However, Community Facilities Districts (CFDs) offer a similar methodology to taxing parcels, while allowing for a greater range of authorized improvements and services as the City enters into new Development Agreements.

Currently, the developer for the Reliance II land development project, Clarion/Trammell Crow Company, dba LIT, has requested the creation of a CFD to fund the public improvements associated with their land development project - Reliance II. The creation of a CFD is proposed by the Developer.

DISCUSSION

A CFD is a special tax district provided for in State Law that funds public improvements and ongoing services within an identified area. The Mello-Roos Community Facilities District Act of 1982 authorized local governments to create CFDs for the purpose of selling tax-exempt bonds to fund public improvements and collect revenues to pay for public improvements. Also authorized is the collection of revenue to fund services and maintenance associated with the new development (a CFD utilizing Government Code 53311-53368.3 for maintenance of facilities and services). Requirements for creating a CFD include several procedural actions by the City Council and affected property owners, such as an application, petition, Resolution of Intention including Rate and Method of Apportionment and Boundary Map, Resolution of Formation, property owner election, Public Hearing, and recordation of Notice of Special Tax. Prior to the formation of a CFD, it must be approved by a two-thirds majority of the qualified voters within the proposed district boundaries. As a general practice when forming a new funding mechanism associated with residential development that relies on a property assessment, the election regarding the imposition of an assessment is held before the property is subdivided, and lots are sold to individual homeowners. The additional applicable assessment rate is therefore disclosed to prospective owners by the developer/builder.

Although the City will seek City Council concurrence on the maintenance of improvements or services, the Mello-Roos Community Facilities Act of 1982 (Government Code 53311 et. seq.) can fund 100% of the cost of the following capital improvements:

- Street improvements
- Water, Sewer, Storm Drain improvements
- Parks, Libraries, Schools and other Public buildings
- Development Impact Fees for any of the above

Additionally, a CFD Special Tax can fund 100% of the maintenance cost of the following improvements and services:

- Police protection services
- Fire protection and suppression services
- Ambulance and paramedic services
- Recreation programs
- Libraries

• Schools

• Parks, parkways and open space maintenance

• Flood and storm protection services

• Street maintenance

In order to move forward with the creation of this CFD, the City will be required to solicit the services of qualified consulting firms. Staff is recommending an Agreement with Willdan Financial Services.

Willdan Financial Services (Willdan) has been providing public agencies with a comprehensive approach to special district consulting since their inception in 1988. The cost to form a CFD is approximately $45,000 to $60,000, depending on the size and complexity of the CFD. For the Reliance II project, Willdan has proposed a cost of $47,500 for cost engineering and CFD formation services. The scope-of-work within the attached proposal outlines the tasks necessary for the preparation of the budget and costs associated with the maintenance of the improvements, special tax analysis, and preparation of required documents, including the Rate and Method of Apportionment of Special Tax (RMA) and CFD Report, and the completion of the procedural tasks necessary to execute the formation of the CFD.

All City incurred fees will be paid by the developer through a deposit collected by the City prior to initiating the development of the CFD, pursuant to Amendment No. 1 to the Project Reimbursement Agreement with LIT Reliance II, which is submitted to the City Council for separate consideration.

Irwindale Municipal Code (IMC) 3.44.020 Definition of “Services” exempts professional or other contractual services for which the procedure for procurement is specifically provided by law or approved city procedures or are in their nature unique and not subject to competition. The City has adopted a Purchasing Policy, which sets forth the procurement process for Professional Services. City staff have complied with Irwindale Purchasing Policy Section 5 Professional Consultant Selection requirements such that the contract is exempt from the centralized purchasing requirements of IMC Chapter 3.44, per IMC sections 3.44.060 and 3.44.080(D).

Fiscal Impact:

There is no fiscal impact to the City. All fees will be paid by the Developer, Clarion/Trammel Crow, dba LIT.

Attachments:

1. Exhibit A-1 to Contract
2. Professional Services Contract - Willdan CFD Formation

City of Irwindale, CA

Proposal

Cost Engineering and CFD Formation Services

WILLDAN

Table of Contents

Scope of Services 1

- Project Understanding and Approach 1
- Phase One - Community Facilities District Formation 1
- Phase Two - Cost Engineering 3
- Client Responsibilities 4
- Project Disclaimer 5

Company Information 6

- Firm Profile 6
- Willdan Financial Services 6
- Unique Experience, Resources, and Capabilities 7
- Special District Experience 7
- Resources and Capabilities 7
- Quality Assurance Process 8
- Recent Formation Projects 9

Key Personnel 10

- Project Team 10
- Staff Continuity 10
- Chris Fisher 11
- Mike Medve 13
- Ronald Stein, P.E., QSD, ENV SP 15
- Tyler Green 16

References 17

Project Fees 19

- Notes 19
- Hourly Rates 19

March 14, 2024

Mr. Eddie Chan
Director of Engineering
City of Irwindale
16102 Arrow Highway
Irwindale, CA 91706

Re: Proposal for Cost Engineering and CFD Formation Services

Dear Mr. Chan:

Per our correspondence and your request, the following proposal outlines Willdan Financial Services' ("Willdan") proposal to assist the City of Irwindale ("City") with the formation of a Community Facilities District (CFD) to fund the annual maintenance associated with a sewer line in conjunction with IBC North. This scope of services includes tasks necessary to determine the annual costs associated with the project and form the CFD for ongoing maintenance and operations.

The scope of services included in this proposal outlines the tasks necessary for the preparation of the budget for the proposed CFD, including maintenance and services, as well as special tax analysis, preparation of required documents, including the Rate and Method of Apportionment of Special Tax (RMA) and CFD Report, and the completion of the procedural tasks necessary to execute the formation of a CFD. It also includes a task to either create or update the City's existing CFD Goals and Policies, a document that must be adopted before the first CFD formation.

We Serve as an Extension of Staff — Willdan takes to heart the fact that we represent the City when working and/or speaking with residents, business owners, developers and with other industry professionals such as financial advisors, underwriters, bond attorneys and appraisers. Our goal is to effectively manage the formation process, so that City staff can focus on other responsibilities. We actively manage projects with a focus on the overall timeline, so that staff is provided timely and accurate work products without having to expend their valuable time managing the process.

Staff Continuity — Mr. Chris Fisher and Mr. Mike Medve have been assigned to serve as the City's representatives for this engagement. They have been selected for this role due to their extensive recent experience with numerous CFD projects, and most importantly, their previous work with and understanding of the City of Irwindale.

Depth of Firm Resources – Willdan has more than 80 professionals assisting local public agencies by providing formation and administration services for CFDs, special taxes and other types of assessment/local improvement districts; including calculations specific to arbitrage rebate; preparation and dissemination of continuing disclosure reports; and staff augmentation support.

We have been providing these services for over 35 years as a consistent leader in the industry and possess the deep staff resources to ensure this project will stay on schedule, with attention to detail and quality throughout. While the resumes of our core team members are provided within, we understand that project requirements can change quickly, requiring the need for additional resources.

Consideration of Practical and Administrative Matters in Community Facilities District Formations – With our long history of administering CFDs, we understand the complexities involved in developing special tax methodologies that are tailored to address specific financing objectives of a project, balanced with goals of equity, flexibility and simplified ongoing administration. Our special tax methodologies can accommodate phasing of construction and debt issuance, multiple land uses, and multiple funding purposes, while also being straightforward and practical.

Provisions and features can be incorporated into the CFD methodology that ensure the proposed district balances the funding needs of the project, while clarifying and simplifying future management and administrative tasks and processes. We will create the documentation and applicable methodology in an understandable and practical manner that may be easily interpreted for ongoing administration of the district. We will also ensure that the special tax methodology is based on data that is readily attainable and that deadlines specified for certain tasks or triggers make sense and can be reasonably met.

Mr. Mike Medve will serve as the primary contact person for this project, provided in the table below is his contact information. I, Chris Fisher, am an officer of the firm, and authorized to negotiate and bind the firm.

Willdan Financial Services

Project Manager

Mike Medve
Principal Consultant
27368 Via Industria, Suite 200 | Temecula, CA 92590
Tel #: (951) 587-3500 | Fax #: (951) 587-3510
Email: MMedve@Willdan.com

Sincerely,

WILLDAN FINANCIAL SERVICES

Chris Fisher
Vice President / Director

Scope of Services

Project Understanding and Approach

We understand that the City of Irwindale ("City"), wishes to form a Community Facilities District (CFD), in conjunction with IBC North, to fund the annual maintenance associated with a project-specific sewer line. The district would form the basis for a CFD and would ensure that the IBC North project provides revenue to help fund City services.

Our approach to this CFD formation includes and starts with a review of the City's existing Goals and Policies. If the City does not have an adopted Goals and Policies document, we will create one. Otherwise, we will review to ensure they are consistent with the goals of this proposed CFD, and if necessary, amend and update them. Following this, the work then proceeds immediately with the necessary analysis and steps to establish the proposed district.

The formation will be driven by data related to the services to be funded with the CFD, and a comprehensive special tax analysis. This analysis will consider the costs needed to maintain the improvements and the ability of the project land uses to support those costs. We will gather necessary data for this analysis directly from developers (property owners), as well as from the City, County, and other sources, as necessary. By identifying the level to which properties can be fairly and equitably taxed, we will develop a special tax model that will accurately forecast the aggregate special tax revenue that can be generated and, therefore, guide the City in the development of a budget for the proposed services. The special tax analysis will be presented to City staff, and feedback will be incorporated as required. Once the analysis is finalized, we will use this as the foundation for the development of the special tax methodology and, ultimately, the Rate and Method of Apportionment of Special Tax (RMA). Finally, we will coordinate each step of the formation process.

Below is Willdan's proposed scope of services described in detail. We want to ensure that the following is responsive to the needs of the City and will work with City staff to revise our proposed work plan based on input prior to approval of a contract, and as needed during the course of the project.

Phase One - Community Facilities District Formation

The following outlines the steps associated with the formation of a CFD for the funding of municipal services.

Project Kick-off Meeting

Following receipt of an authorization to proceed, we will discuss the process and objectives for this formation with the City and identify additional documents or information that may be needed. This discussion may include developers/landowners and/or their representatives. As needed throughout the project, we will coordinate with the City, City staff, and directly with the developer(s), their consultants to gather required information for the proceedings.

Specifically, the kickoff discussion will include the following:

- Goals and Policies discussion;
- Confirmation of the objectives of the CFD formation;
- Confirmation of the services to be funded by the CFD;
- Discussion of necessary data, its sources and availability;
- Outlining the process and steps necessary for the formation;
- Development of a draft timeline of events and milestones;
- Identification of key participants and areas of responsibility; and
- A general discussion of potential challenges or obstacles, whether practical (lack of data), political, public (perception or acceptance) or other.

Goals and Policies Review

Based on the discussions during the kick-off meeting, Willdan will review existing CFD Goals and Policies.

These City policies for the formation and use of CFDs must be approved by the legislative body prior to the formation of any CFDs. It sets policies for the formation of CFDs in the City, including limits to the cumulative effective tax rate of properties within the district, value-to-lien requirements, and other aspects of the CFD formation process. The draft document will be provided to and discussed with City staff to ensure that it is an accurate reflection of the agency's intent.

Changes will be made as necessary, and the document will be submitted to the City Council for approval. Policies are typically approved in conjunction with the first required meeting of the formation process (the Resolution of Intention – see below).

Background Research

Willdan will work with the developer and City staff to identify and develop a full listing of services to be funded by the CFD and prepare a narrative description to be included in the Community Facilities District Public Report.

Willdan will research property ownership and development plans. In addition, Willdan will contact the County Registrar's Office to confirm the number of registered voters within proposed district boundaries to ensure there are less than twelve (12) registered voters, which will allow for a landowner election.

Preliminary Cost Analysis and Development of Tax Methodology

A preliminary pro forma of the CFDs revenues and estimated expenses (based upon preliminary estimates, as available) will be presented for evaluation and discussion. We will construct a special tax analysis that will be designed to identify the costs and special tax revenue that can be generated from the types of property proposed for the district. While our analysis will incorporate the proposed property development planned for the current project In addition, we will utilize comparable data from neighboring cities to determine proposed tax burdens on the developments.

Once we complete the special tax revenue projection, we will use this to create the special tax methodology that will be included in the RMA. The maximum proposed special taxes will be designed to generate sufficient revenue to meet CFD objectives and fairly tax expected properties consistent with established development requirements and policies.

Based on gathered information, Willdan will begin to prepare a preliminary cost evaluation.

If requested, Willdan will prepare multiple spreads that are based upon different service assumptions. Willdan will also develop special tax categories for property types within the CFD.

Develop the special tax structure for the RMA based on the boundaries of the CFD, operation and maintenance services to be funded, and proposed development. An analysis will be required to determine an equitable spread of the overall burden, taking into account the nature of the services and the area that they will serve.

Rate and Method of Apportionment of Special Tax (RMA)

An RMA of Special Tax for the Resolution of Intention will be prepared and, if necessary, will include improvement areas and/or tax zones to ensure maintenance and operations costs for properties within the CFD are equitably apportioned. The RMA will clearly describe the special tax methodology developed in the preceding step, the associated definitions, priority, and method by which properties in the CFD will be taxed, the special tax rates for each property type, and contain all other information (as required) by the Mello-Roos Community Facilities Act of 1982. This document will be included with the Resolution of Intention, which is adopted by the City Council to initiate the CFD formation process.

Community Facilities District Report

Willdan will prepare a preliminary CFD Report that includes a description of the public services to be provided, cost estimates related to these activities, incidental expenses, the RMA, and other information necessary to meet the requirements of the Mello-Roos Community Facilities Act. If requested, Willdan will present the CFD Report to the City Council and field questions received at the Public Hearing. The CFD Report will include the following components:

- A description of the proposed services and maintenance to be funded;
- Cost estimates; and
- A projection and explanation of the annual special tax rates by special tax classification for each year that services are funded.

Document Review and Preparation

Willdan will prepare drafts of the required petition, Consent and Waiver documents, and notices/ballots for review Willdan will prepare a boundary map of the proposed area to be included in the CFD that meets the requirements of the Community Facilities Act and the City’s Goals and Policies.

Willdan will prepare drafts of the required petitions, Consent and Waiver documents, and notices/ballots; for the City's review and comment.

At the City's request, Willdan will prepare a presentation to City Council for the Intent Meeting.

Willdan will print the final boundary map after the Intent Meeting on the material and size required by the County of Los Angeles and coordinate recordation of the boundary map with the City and the County Recorder.

Willdan will prepare the letter and exhibit for confirmation of the number of registered voters from the County of Los Angeles and obtain certification of findings.

Public Hearing and Notice of Special Tax Lien

Willdan will prepare a script to be followed by the City Clerk and City Council at the election meeting/Public Hearing.

At the City's request, Willdan will prepare a presentation to City Council for the election meeting/Public Hearing.

After successful formation of the CFD, Willdan will then coordinate the recordation of the "Notice of Special Tax Lien."

If the City is unable to garner 100 percent consent waiver from the affected property owners and a regular special tax election is required, the City attorney will be responsible for preparing the required impartial analysis and ballot arguments with Willdan's assistance in coordinating the process.

After successful formation of the CFD, Willdan will coordinate the recordation of the "Notice of Special Tax Lien."

Formation Project Meetings

While we expect that the majority of communications and sharing of information for this project may be conducted via e-mail and conference calls, our proposed scope of services anticipates the need for Willdan to attend up to three (3) in-person meetings. These include: a project meeting with City staff/developer(s)/council members, the Council meeting for the adoption of the Resolution of Intention, and the Council meeting for the Election/Public Hearing.

Phase Two - Cost Engineering

Willdan Engineering will undertake the professional engineering services for the City of Irwindale, related to the cost of the public sewer improvements associated with phase 1 of the IBC North Project by developer Trammell Crow. Willdan understands that the City received an application for the development of Building 1 of the IBC North Development by Trammell Crow located at the Southwest corner of Foothill Boulevard and Irwindale Avenue. The City has requested a proposal from Willdan to process the cost estimate for the sewer improvements of Lot 1.

This phase is based on the preliminary Phase 1 Sewer master plan dated 12/20/23 by Alliance Land Planning & Engineering Inc. The plan shows an onsite pump station with a force main conveying wastewater to an existing 8" VCP Sewer at the intersection.

It is assumed that all onsite sewer will be maintained by the developer and the assessment will be based on the mainline sewer improvements within Foothill Blvd. Based on an initial review of the provided master sewer plan it is recommended that the parcel convert to gravity sewer prior to entering public R/W to allow only gravity main within public right of way. This can be discussed further with the City as needed. The following is a breakdown of the work included.

Operations and Maintenance Technical Memorandum

Willdan will develop a technical memorandum outlining the required maintenance activities required for the public sewer. The memorandum will determine the schedule of required maintenance activities such as sewer cleaning, inspection and root cutting and removals that may be required. The purpose of this memo is to set a maintenance schedule to allow for an engineering estimate of maintenance costs throughout the life cycle of the pipe.

Engineer's Opinion of Probable Cost (OPC)

Willdan will develop an estimate of construction cost of the proposed public sewer line within Foothill Blvd required to service building 1 of the proposed development. Additional buildings are not included but can be added under a separate scope and fee negotiated with the City. The City and/or developer will need to provide final sewer improvement plans that outline the proposed sewer improvements showing specifically public vs private ownership and maintenance responsibilities of the lines.

Willdan will utilize the provided plans to tabulate required quantities associated with costs of the proposed sewer improvements and any associated fittings and manholes required to construct the line. Willdan will develop opinions of probable cost based on recent bid data within the proximity of the project and also County and Caltrans available construction cost data for the required costs. This cost of construction can be used to develop the annualized replacement cost of the pipe over the design life cycle. Additionally sewer maintenance costs over the design life cycle of the improvements will be calculated based on the maintenance schedule determined in the technical memorandum.

Additional services for overall cost estimates, reports and annual reports for any future annexations or additional buildings and lots will be under a separate scope and fee proposal negotiated with the City.

Optional – Bid Support

At the City's request, we will review the improvement plans and prepare bid sheets for annual maintenance.

Our engineering team will review the improvement plans provided by the Developer to ensure the constructability of the proposed improvements. This review will also include intelligence gathered during a field visit to verify existing conditions and impacted public improvements, and constructability. Upon completion of the review and fieldwork, and review of the plans, the maintenance cost estimate will be developed for this project, bid quantities will be calculated, and bid sheets and contract documents prepared in order to facilitate the City's bidding out of the maintenance for the proposed improvements.

Client Responsibilities

As we do not practice law, we ask that your attorney, or other designated counsel, review the documents Willdan prepares. We will, however, assist your attorney in identifying pertinent legal issues and modifications necessary before the documents are implemented.

For the formation of a special district the City will be responsible for providing the following items:

- Copies of the City's Goals and Policies for CFDs.
- Proposed project development information, including (as applicable):
  - Detailed development plans.
  - Data on proposed product mix (e.g., commercial types [retail, office, etc.]).
  - Estimated construction and absorption schedules.
  - Maps and/or diagrams of the proposed project area.
- Information (as necessary) related to General and Specific Plans for the areas to be included in the CFD, as well as zoning information.
  - Various maps of the area (either electronically or in hardcopy, as needed) for the performance of the assessment evaluation, including:
    - Boundary maps,
    - General Plan maps,
    - Zoning maps,
    - Assessor parcel maps,
    - Improvement maps indicating the design and location of the proposed facilities,
    - Subdivision maps, or
    - Related development diagrams.
  - Pertinent budget information, including but not limited to estimated/projected per capita staffing and expenses for public safety, per capita or per unit park requirements, anticipated maintenance costs, and City overhead and/or administration.
  - Samples of sufficiently detailed resolutions (in an electronic format) to establish the required format for preparation of the CFD resolutions by Willdan.
  - Publication of City Council meetings/public hearings notices in the local newspaper.
  - Review of draft RMA, reports, and resolutions prior to the preparation of final documents. This review is, typically, performed by City staff; but may also include a review by the City's legal counsel.
  - Opinions (as requested) from the City attorney's office.

The City further acknowledges that Willdan shall be relying upon the accuracy and validity of the information provided by the City, developer, and County of Los Angeles Assessor, and agrees that Willdan shall not be liable for any inaccuracies contained therein.

Project Disclaimer

The City of Irwindale further represents, acknowledges, and agrees that:

(i) The City uses, or may use, the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;

(ii) The City is not looking to Willdan to provide, and the City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

(iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

(iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

(v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

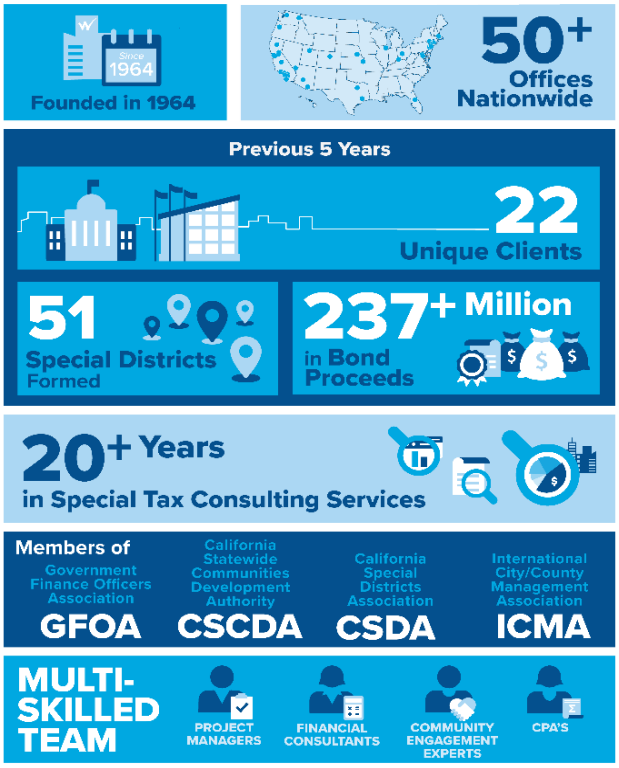
Company Information

Firm Profile

Willdan Financial Services, a California Corporation, is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (WLDN). WGI, through its divisions, provides professional technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

A financially stable company, Willdan has approximately 1,600 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized Subject Matter Experts for all areas related to the broadest definition of connected communities.

Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government. Today, we are leading our clients into a future accelerated by change in resources, infrastructure, technology, regulations, and industry trends.



Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services is a national firm, and is one of the largest public sector financial consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services.

Our staff of over 80 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise. Willdan assists local public agencies by providing the following services:

Willdan Financial Services	
Services	
▪ Special Financing District formation and restructuring; ▪ Utility rate and cost of service studies; ▪ User fee studies; ▪ Cost allocation studies; ▪ Real estate economic analysis; ▪ Property tax audits; ▪ Housing development and implementation strategies;	▪ Development impact fee establishment and analysis; ▪ Economic development strategic plans; ▪ Special Financing District administration services; ▪ Municipal advisory services; ▪ Feasibility studies; ▪ Arbitrage and continuing disclosure services; ▪ Debt issuance support; and ▪ Long-term financial plans and cash flow modeling.

Unique Experience, Resources, and Capabilities

Special District Experience

Since our inception, Willdan has offered public agencies a comprehensive approach to special district consulting by including district formation and administration; delinquency management; continuing disclosure; and arbitrage rebate in our service offerings. This multi-service approach allows us to facilitate the flow of information between the different service areas, which creates less of a draw on agency staff time and reduces costs for these services.

Willdan has prepared Engineer's Reports and Special Tax Reports for over 800 separate special districts

It also ensures that solutions and approaches provided in one area of work are consistent with overall policies and objectives. For instance, we form special districts with specific features to allow for ease of administration, as well as future annexations of new developments to the district. Finally, methodologies are created in a manner that allows for consistent application of agency policies from project to project. In view of our experience, Willdan is committed to:

- Having highly qualified core staff actively involved in day-to-day operations;
- Providing comprehensive and proactive customer service;
- Interfacing in a friendly and helpful manner with an agency's governing body, staff, community organizations, and the public in general;
- Keeping up to date on the latest technology that allows specific data to be made available via the Internet to public agency staff, investors, and property owners at no additional charge;
- Staying current on legislation impacting the formation and administration of CFDs, such as SB 165, AB 2851 (annual reporting requirements), and AB 373 (recent modifications to Mello-Roos law); and
- Closely following legislation and legal proceedings involving assessments and other types of special districts, particularly issues related to Proposition 26 and 218.

In utilizing our broad range of experience, amassed over 30 years from supervising and being consistently at the forefront of innovative approaches to special district formation and administration services, our methods and approaches support practical requirements.

In fact, ***we have prepared Engineer's Reports and Special Tax Reports for over 800 separate special districts,*** including Business Improvement Districts, 1972 Act Landscaping and Lighting Districts, Mello-Roos Community Facilities Districts (CFDs) and 1982 Act and 1913/15 Act Assessment Districts formed to finance infrastructure improvements and/or services and maintenance. Furthermore, Willdan possesses extensive experience developing budgets and forming CFDs and Assessment Districts for a variety of purposes.

Resources and Capabilities

Firm Resources

Willdan assists local public agencies by providing formation services for Community Facilities Districts and assessment/local improvement districts; administration of special taxes, assessments, standby charges and utility rates, landscaping and lighting districts; arbitrage rebate calculations; continuing disclosure reports preparation and dissemination; and staff augmentation support. We have been providing these services for over 34 years; decades later, Willdan continues to be a leader.

Consideration of Practical and Administrative Matters in Special District Formations

We understand the complexities involved in developing a special tax methodology that is tailored to address the specific objectives of the project and balancing that with the desire to simplify the future administration of the CFD. The tax formula should be able to accommodate multiple land uses and multiple funding purposes, and possibly account for potential future development and annexations to the CFD, while also being straightforward to apply. Our district formation experience coupled with more than 30 years of providing administration services for special taxes and assessments is unmatched, allowing us to approach formations in a holistic manner.

Provisions and features can be incorporated into the CFD methodology that ensure the proposed district balances the funding needs of the project, while clarifying and simplifying future management and administrative tasks and processes. We create documentation and applicable methodology in an understandable and practical manner that may be easily interpreted for ongoing administration of the district.

State of the Art Technology & Data Security

MuniMagic+, which was released in September 2018, is the newest version of the proprietary software utilized by Willdan. Due to changing regulations, it was important to build a more moldable system that can manage special district types not only in California, but in other states as well. MuniMagic+ is hosted in the Cloud utilizing Amazon Web Services (AWS) and contains data for more than 16 million parcels. The Web application provides a rich user experience via any modern web browser and has the ability to scale under load and recover from geographic disasters. Our data is stored securely and continuously backed up to the Cloud and, with the help of AWS managed services, our application is monitored 24/7. The data within MuniMagic+ includes county assessor data, and other supplementary data identifying parcel characteristics.

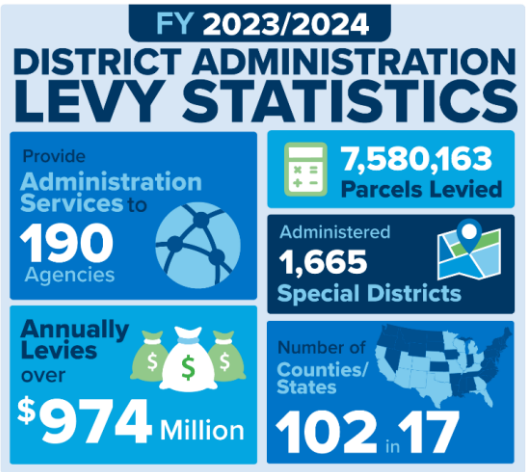
Serve as an Extension of Staff

Willdan takes to heart the fact that we represent the Client when working and/or speaking with residents, business owners, developers and with other industry professionals such as underwriters, bond counsel and appraisers. Our goal is to take care of and effectively manage the special district formation and administration process, so that staff can focus on other responsibilities. We actively manage projects with a focus on the overall timeline, so that staff is provided timely and accurate work products without having to expend valuable time managing the process more than necessary.

One of our most important roles has been educating and helping staff to understand Community Facilities District concepts, how they apply to the special district processes and procedures, and how they can help the agency achieve primary financial objectives. Willdan will impart our knowledge to key staff through education and day-to-day efforts throughout the project and beyond.

District Administration

Willdan's District Administration Services ("DAS") group addresses the ongoing day-to-day activities associated with the long-term administration of bonded and "pay-as-you-go" special taxes, assessments, fees, utility rates, and standby charges. These types of services demand accurate, timely and knowledgeable treatment of many details. Subsequently, Willdan focuses on quality control and brings the advantage of current technology and knowledge of recent legislation to our clients. ***The graphic to the right provides a snapshot of Willdan's district administration experience specifically for Fiscal Year 2023/2024.***



Quality Assurance Process

Willdan's standard administration practice includes an additional three levels of review for our products and deliverables in which report presentation or work product dissemination is scrutinized, levy data is updated from the most recent county secured roll information, all parcel changes and potential rejects are researched and reconciled, new APNs are identified, and the proposed assessment/tax amounts are recalculated and resubmitted. As demonstrated by the workflow chart to the right, the three supplementary levels that Willdan staff performs for all work products primarily consist of:

- Peer review;
- Project manager review; and
- Final quality assurance manager review.

In addition, another key to our success is having a designated principal consultant responsible for implementing quality control measures. Mr. Robert Quaid, a former Certified Public Accountant, has been instrumental in preparing quality control checklists and sign-off mechanisms for each of our administration services. These quality control measures are embedded in the latest evolution of MuniMagic+ and are a required element of the day-to-day analyst and project management activities within the group.

Recent Formation Projects

Identified in the table below is a partial list of recent Willdan formation projects that are either currently in process, ongoing or recently completed.

Willdan Financial Services
Recent Special Tax Consulting Projects

Agency Name	Project/District Name
California Statewide Communities Development Authority	CFD 2018-02 Improvement Area No. 1 (McSweeny) CFD 2018-02 Improvement Area No. 2 (McSweeny) CFD 2020-02 Improvement Area No. 1 (Atwell) CFD 2020-02 Improvement Area No. 2 (Atwell) CFD 2020-02 Improvement Area No. 3 (Atwell) CFD 2021-02 (Citro)
City of Chula Vista	CFDs 18-1 & 18-M (Bayfront) *(Facilities & Services)* CFD 97-2 *(Facilities)* CFD 13-M *(Facilities)* CFD 16-I (Millennia) *(Facilities)* CFD 17-I (Western CV Infill)
City of Colton	CFD 2021-1 *(Services)* CFD 2021-2 *(Services)*
City of Irvine	CFD 2013-3 Improvement Area No. 8 Annexation No. 4 CFD 2013-3B Improvement Area No. 12 CFD 2013-3B Improvement Area No. 13
City of Galt	Liberty Ranch CFD Formation *(Facilities)* Public Services CFD *(Services)*
City of Gonzales	Enhanced Infrastructure Financing District
City of Lancaster, CA	CFD 2021-1 *(Services)*
City of Palm Desert	University Park CFD Refunding and Formation *(Facilities)* CFD 2023-1 *(Services)*
City of Perris	Green Valley *(Facilities)* CFD 2021-1 *(Facilities)* CFD 2022-1 *(Facilities)* CFD 2022-2 *(Facilities)*
City of Rancho Mirage	CFD #4A *(Facilities)* CFD #4B *(Facilities)* CFD #4C *(Facilities)* CFD #5 *(Facilities)*
City of Rialto	CFD 2019-2 CFD 2020-1 (El Rancho Verde)
City of Richmond	Point Molate CFD No. 2022-1
City of Santa Paula	CFD No. 2 (Harvest at Limoneria) Formation *(Services/Facilities)*
City of Upland	Sycamore Hills CFD (2015-1) *(Facilities)* Harvest CFD (2016-1) *(Facilities)*
County of San Diego	Sweetwater CFD Formation *(Services)* Park Circle CFD Formation *(Services)* Meadowood CFD Formation *(Services)* Horse Creek Ridge CFD Formation *(Services)* Piper Otay CFD Formation *(Services)* Otay 250 CFD Formation *(Services)*
Contra Costa County Fire Protection District	CFD Formation Services
Cucamonga School District, CA	CFD 2019-1 *(Facilities)*
Marin County Open Space District, CA	CFD Formation and Overlay Services
San Jacinto Unified School District	CFD 2020-1 *(Facilities)* CFD 2021-1 *(Facilities)* CFD 2022-1 *(Facilities)* CFD 2024-1 *(Facilities)*
Sulphur Springs School District, CA	Special Tax Consulting Services

Key Personnel

Project Team

Our management and supervision philosophy is simple: staff every position with experienced personnel to deliver a superior product and deliver effective results on time and on budget. With that philosophy in mind, we have selected the following individuals for this engagement.

The team presented within this proposal has worked collectively on numerous projects; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.

Our employees know and understand the problems facing local government under the current economic climate, and we have oriented our practice to support an agency's modified budget policies and public service priorities.

City of Irwindale | Special District Formation Project Team		
Key Team Member	**Project Role**	**Responsibility to the Engagement**
Chris Fisher **Vice President/Director**	Principal-in-Charge	▪ Technical guidance; ▪ Project oversight; ▪ Quality assurance & control; and ▪ Meeting and presentation attendance.
Mike Medve **Principal Consultant**	Project Manager	▪ Task oversight; ▪ Produce key elements of the analysis; ▪ Responsible for project deliverables; ▪ Report evaluation; and ▪ Meeting and presentation attendance.
Ron Stein, P.E., QSD, ENV SP **Project Manager**	Engineering Project Manager	▪ Task oversight; ▪ Produce key elements of the analysis; ▪ Responsible for project deliverables; ▪ Memorandum preparation; and ▪ Request for proposal oversight.
Tyler Green **Senior Analyst**	Project Analyst	▪ Collect, interpret, and analyze key data; ▪ Client staff coordination; ▪ GIS files parcel database linkage; ▪ Report preparation; and ▪ Meeting and presentation attendance.

Staff Continuity

It is important to note that Mr. Fisher has been with Willdan for over 24 years, ensuring the City of Irwindale of continuity and dedication in staffing during the completion of the project.

Mr. Fisher is the Principal-in-Charge for Special District Formation engagements; he serves in this role due to his extensive experience, which includes the preparation and supervision of numerous studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

Willdan as a whole is composed of over 1,500 employees, including a cadre of public finance experts. If necessary, Mr. Fisher can recruit additional, qualified individuals from our employee roster to assist with the completion of the engagement to deliver the final materials on time and within budget.

Chris Fisher

Principal-in-Charge

Education

Bachelor of Science in Finance, San Francisco State University

Areas of Expertise

Multi-disciplinary Team Management

Special District Formations

Cost of Service Studies

Proposition 218

Utility Rate Studies

Client Presentations

Affiliations

California Society of Municipal Finance Officers

Municipal Management Association of Northern California

California Municipal Treasurers Association

24 Years' Experience

With 24 years of experience at Willdan, Mr. Fisher has managed an array of financial consulting projects for public agencies in California, Arizona, Colorado, Texas, and Florida, coordinating the activities of resources within Willdan, as well as those from other firms working conjointly on projects. He is one of the firm's leading experts for special district financing related to public infrastructure, maintenance, and services including public safety.

Relevant Project Experience

City of Chula Vista, CA – Formation of CFD 16-I (Millenia), 17-I (Western Chula Vista CFD), 18-M (Otay Ranch Village 3) and Bayfront CFD: Mr. Fisher has assisted the City in each of the listed CFD formations. The first, CFD 17-I, was formed to allow for the financing of impact fees over an extended time period through the payment of a special tax, to facilitate development of non-residential projects in certain areas of the City. This formation was completed in the Spring of 2016. The second project, CFD 16-I, was completed to provide funding for the construction of basic infrastructure associated with the Millenia development project in the City. Formation was completed in September 2016, with bonds will sold in late 2016/early 2017. CFD 18-M was formed to provide funding for the maintenance of landscaping, trails, walls and storm water facilities in the Otay Ranch Village 3 development project. For each formation, Mr. Fisher worked with City staff in multiple departments and a diverse financing team including the financial advisor, legal counsel, developers and property owners, and developer's consultants. Mr. Fisher is currently overseeing the completion of a CFD for the Bayfront Project, a multi-use project being developed in conjunction with the San Diego Port Authority, which will include a convention center, hotel, and multi-family property.

County of San Diego, CA – Special Tax Consulting: Mr. Fisher is currently serving as the County's Special Tax Consultant for CFDs formed within unincorporated areas. To meet the demands of continued growth within the County, he assisted with the formation of CFD 2013-1 (Horse Creek Ridge), CFD 2017-1 (Hillside Meadows), CFD 2018-2 (Park Circle), CFD 2019-1 (Meadowood), and CFD 2019-2 (Sweetwater Place). All of these CFDs will provide funding for services and improvements ranging from maintenance and monitoring of flood control improvements, maintenance of parks, park facilities and landscaping, and provision of fire protection services to necessary capital improvements.

City of Rancho Mirage, CA – Special Tax Consulting: Mr. Fisher oversaw the Willdan team that completed the formation of CFDs in 2018 through 2020 for the City and is currently working on the formation of a third CFD (4C). He worked closely with the team to provide technical assistance based on prior project experience and provide quality review. The two CFDs (4A and 4B) were formed in association with the development of a Del Webb residential project in the City to provide for funding of backbone infrastructure required for the development, and for payment of certain development fees required by the City. Willdan's work included preparation of the special tax and pro forma analyses, development of the tax methodology and preparation of the Rate and Method of Apportionment of Special Tax document, preparation of the CFD Report and other associated documents, and coordination of the formation process.

City of Upland, CA – Special Tax Consulting: Mr. Fisher oversaw the Willdan project team that assisted the City of Upland with initial formation of the Sycamore Ranch CFD, and its eventual modification to adapt to a change in the plan for development and product mix. He worked closely Willdan's team to provide guidance and advice in the development of the methodology and approach, and to review documents and work product.

California Statewide Communities Development Authority – Special District Formations: For over 10 years, Mr. Fisher managed district formation projects in conjunction with CSCDA and their financing team. Recent projects include the Horse Creek Ridge CFD in San Diego County (2018), the McSweeney Ranch CFD in the City of Hemet (2019), and the Butterfield Ranch (Atwell) CFD in the City of Banning.

C. Fisher
Resume Continued

City of Banning, CA – Fiscal Analysis and CFD Formation Services: As technical advisor, Mr. Fisher oversaw the preparation of a comprehensive fiscal impact analysis and facilities funding plan in association with the Butterfield Specific Plan Area within the City. The Specific Plan area covers 1,543 acres and is proposed to include more than 5,000 homes of varying densities, 36 acres of commercial development, over 400 acres of open space, schools, and a utility substation. He also provided technical and policy guidance as well as quality review.

City of Laguna Beach, CA – Formation of Assessment District No. 08-01: Mr. Fisher served as the project manager for the City of Laguna Beach Assessment Engineering Services project, for its proposed Underground Utility Assessment District. For this effort Mr. Fisher collaborated with Willdan's Engineering division and included coordination with City staff and a diverse project team. This formation required the preparation of draft and final Engineer's Report for the district, along with related documentation and analysis, and presentation of these items. The initial formation was unsuccessful; however, the district was formed with modifications.

City of Moreno Valley, CA – CFD No. 7, Storm Drain and Street Improvements: As project manager, Mr. Fisher oversaw the formation of a CFD to finance the construction of storm drain and street infrastructure improvements for an industrial/warehouse project in the City. Recently worked with the City to modify the RMA for the CFD and support the financing team in the issuance of $3.625MM in bonds.

City of Gonzales, CA – Tax Increment/Special Tax Consulting: Mr. Fisher served as the principal-in-charge of the City of Gonzales engagement. He worked closely with the project manager to provide guidance and advice.

City of Yucaipa, CA – Tax Increment/Special Tax Consulting: Mr. Fisher served as the principal-in-charge of the City of Yucaipa engagement.

Mike Medve

Project Manager

Education

Bachelor of Science Information and Computer Science, Management and Mathematics Minors, Cum Laude University of California Irvine

Areas of Expertise

Public Finance

Public Facility Financing

Special District Formation and Administration

Proposition 218

New Markets Tax Credits

Grant Writing

18 Years' Experience

Mr. Mike Medve is a principal consultant, with 18 years of experience, in the Financial Consulting Services group, with expertise in public finance, including special district formation and administration, fiscal impact analysis, public facilities financing plans, integrated financing districts, Proposition 218, tax credit financing, state and federal grant and loan programs, sales tax revenue bonds, and infrastructure financing districts. He has developed financial pro formas and cash flow analyses for numerous types of public and private project financing programs.

Prior to joining Willdan, Mr. Medve was a consultant in the field of public finance for Parsons Brinckerhoff and David Taussig & Associates. Over the years, he has been a financing team member for over $1 billion in limited obligation bonds and over $50 million in grant funds. He has served as the lead consultant for over two dozen clients, both public and private, throughout the country.

Relevant Project Experience

City of Rancho Mirage, CA – Special Tax Consulting: In 2018 and 2019 Mr. Medve assisted the City with the formation of CFD 4A and CFD 4B, both of which were formed in association with the development of a Del Webb residential project in the City. He is also working on the current formation of CFD 4C. The CFDs were formed to provide for funding of backbone infrastructure required for the development, and for payment of certain development fees required by the City. Willdan's work included preparation of the special tax and pro forma analyses, development of the tax methodology and preparation of the Rate and Method of Apportionment of Special Tax document, preparation of the CFD Report and other associated documents, and coordination of the formation process.

City of Upland, CA – Special Tax Consulting: In 2015 through 2019 Mr. Medve assisted the City of Upland with the initial formation of a CFD, the change proceedings that were subsequently conducted to amend the CFD to accommodate a change in the plan of development, and finally with the issuance of bonds associated with the CFD. He worked closely with the City and its financial advisor to ensure the CFD was formed in a manner that met the City's requirements and financing objectives. The CFD was created to equitably spread the cost of the infrastructure being financed through a methodology that was equitably applied to various types of residential development in the project.

Cucamonga School District, CA – Special Tax Consulting: Managing the project, Mr. Medve recently completed the formation of CFD 2019-1 for the Cucamonga School District. The CFD was formed to provide ongoing funding for school facilities and payment of school fees associated with the development of property with the School District's boundaries.

City of Roseville, CA – Special Tax Consulting: In 2014, Mr. Medve prepared an Amended Notice of Special Tax Lien for the City's Fiddyment Ranch CFD No. 1 (Facilities) and Fiddyment Ranch CFD No. 2 (Services). The amendment was necessary to reconcile changes in project land use with the special tax revenues that were needed to pay debt service and administration on outstanding infrastructure bonds and fund the annual operations and maintenance of existing facilities. In 2015, Willdan was retained to serve as Special Tax Consultant for the formation of an overlay CFD (Fiddyment Ranch CFD No. 5) that will refund a portion of the CFD No. 1 bonds and pay for additional infrastructure projects associated with the development. Facilities needed include streets, bridges, sewer improvements, storm drains, water infrastructure and landscaping. Willdan has also performed the annual administration for the City's CFDs for over a decade.

City of Galt, CA – Special Tax Consulting: Mr. Medve is serving as project manager for the City of Galt Liberty Ranch Community Facilities District formation. The project consists of approximately 356 acres of land, and the proposed CFD would finance a range of City services and maintenance activities.

M. Medve
Resume Continued

City of Murrieta, CA – Special Tax Consulting: Mr. Medve assisted the City of Murrieta with change proceedings related to the existing CFD No. 2005-5 for the Golden Cities project. The CFD was modified to accommodate new sales prices and a new product mix.

County of San Diego, CA – Special Tax Consulting: Mr. Medve is currently assisting the County with their special tax consulting projects, specifically CFDs formed within unincorporated areas. He assisted in the formation of the Horse Creek Ridge and Hillside Meadows CFDs and is currently involved with the application review and initial steps of forming three additional CFDs that will fund services and improvements ranging from flood control maintenance and fire protection services to necessary capital improvements. He also has assisted in additional follow-on special tax analysis for the Harmony Grove CFD, and in the annexation of new territory to that CFD. He is also assisting with the replacement of an existing Permanent Road Division special assessment with a special tax to fund street rehabilitation and maintenance.

City of Gonzales, CA – Tax Increment/Special Tax Consulting: Mr. Medve provided consulting services related to the formation of one of the State's first Enhanced Infrastructure Financing Districts (EIFD). The EIFD's tax-sharing plan has been approved by both the City of Gonzales and the County of Monterey, bringing millions in funding to an area that will be annexed to the City and developed into a high-tech office park and research center. He also assisted the City with its Cost Allocation Plan and Comprehensive User Fee update.

City of Yucaipa, CA – Tax Increment/Special Tax Consulting: Mr. Medve provided consulting services related to the formation of one of the State's first Enhanced Infrastructure Financing Districts (EIFD) to assist in funding infrastructure needed to serve a retail and office park surrounding Crafton Hills college. While the formation of the EIFD is still pending, Mr. Medve prepared several feasibility analyses related to the formation, as well as the financial analysis and fiscal impact analysis that will be incorporated into the Infrastructure Financing Plan.

City of Laguna Beach, CA – Utility Undergrounding District Formation: Mr. Medve has assisted the City with four undergrounding assessment district formations since 2014. Duties include plan review, site inspection, benefit allocation, producing Engineer's Reports, notices, ballots, and other legal documents, and attending Public Hearings/Council meetings. Mr. Medve has innovated new techniques for benefit allocation that are more consistent with the requirements of Proposition 218 as interpreted by the California courts.

City of Newport Beach, CA – Utility Undergrounding District Formation: In 2016, Mr. Medve assisted the City with an undergrounding assessment district ballot proceeding and the coordination of several other undergrounding districts in various stages of development. Duties involved the development of assessment methodologies and Engineer's Reports, plan review, coordination with utility companies, and the tabulation/counting of ballots.

City of Irvine, CA – Great Park Financing Plan: Mr. Medve assisted the City's Orange County Great Park (OCGP) subsidiary with the formation of a CFD and Redevelopment Area for the Great Park project. After the elimination of redevelopment agencies, he assisted OCGP with changing the tax structure to accommodate land use modifications and CFD change proceedings to assure adequate funding.

Ronald Stein, P.E., QSD, ENV SP

Engineering Project Manager

Education

BS, Civil Engineering, Florida State University Tallahassee, FL

License:

Civil Engineer, California, No. 86877

11 Years' Experience

Mr. Ron Stein offers expertise as a project manager, civil engineer, and quality assurance plan reviewer for various California municipalities. He has led land development engineering teams engaged in the design of projects encompassing storm drains, grading, erosion control, street improvements, striping, traffic control, and utilities.

Project Experience

Buena Vista Storm Drain, De Luz Community Service District. Engineer. Willdan repaired storm damage to three 60-inch diameter corrugated metal pipes and the roadway above. Included field survey, environmental permitting and a full hydrology analysis with supporting calculations to ensure the culverts have adequate capacity and the existing perennial stream will not be adversely affected. Full PS&E will be provided with a storm drain profile and street and drainage improvements; and construction administration.

Harbor Sight Sewer Assessment District Formation, City of Rolling Hills Estates, CA. Project Manager. Willdan is explored the feasibility of a sewer system with a preliminary design to enable the community to make an informed decision about the issue. The design showed the alignment of the pipe and a preliminary pump station analysis on which houses require a pump station. Willdan created a budgetary estimate of the construction costs and costs to form the District and present these results in a workshop to the residents.

Bowman Channel, City of Ridgecrest, CA. Project Manager. Willdan provided environmental, survey, hydrology analysis, hydraulic design, and permit acquisition services to construct master-planned improvements. The project will consist of a culvert with headwalls and wingwalls, check structures and street restoration. Hydraulic calculations will be performed to confirm the Master Drainage Plan, analyze the Bowman wash and provide adequate capacity. FEMA funds will be utilized for the project.

Well 17 Retrofit, City of Vernon, CA. Engineer. The City of Vernon is seeking to enhance the pedestal of City Well No. 17 to bring it into compliance with current regulations. The well head is to be retrofit by extending the existing casing and pedestal to a minimum of 18" above ground. Willdan will prepare plans and specifications to raise existing pedestal and all appurtenances and construct a new concrete pad.

Sewer Rehabilitation, City of Turlock, CA. Senior Engineer. Willdan provided engineering design services for the sewer rehabilitation project for three segments of sewers in various alleys. Willdan provided recommendations for design of new sewer pipe and preparing plans, specifications, and estimates for the projects.

Sewer Area Study, City of Rolling Hills, CA. Project Manager. Conducted a sewer area study for 235 parcels not currently connected to public sanitary sewer. The area study analyzed existing sewer facilities, land use and zoning and created an existing condition hydraulic model. The model was then updated to reflect adding the additional flow from the project area. Impacts to the system were identified and improvements recommended.

Priority Streets, City of Lynwood, CA. Quality Assurance / Quality Control. Willdan was selected for the preparation of plans, specifications, and estimates for the City's Annual Pavement Rehabilitation project. The combined estimated cost for the improvements was $11.5 million and included over 4,000 tons of ARHM pavement, 13,950 LF of water mains, 1,900 LF of new VCP sanitary sewers, and 2,400 LF of CIPP sewer lining with spot repairs.

SSMP Update, City of Bell, CA. Quality Assurance/Quality Control. In 2019, Willdan prepared a SSMP report, which included a sewer model for the City construction cost estimates and a project list based on maintenance or future needs to be included in the Capital Improvement Program (CIP). In 2021 Willdan updated the City's Sewer System Management Plan.

Tyler Green

Project Analyst

Education

Bachelor of Science, Business Administration and Leadership Studies, Chapman University

Areas of Expertise

Community Facilities Districts Formation and Administration

Bond Issuance Support

3 Years' Experience

Mr. Tyler Green is a senior analyst within Willdan's Financial Consulting and District Administration Services groups. His primary function is to support project managers and senior analysts with the preparation of utility rate studies, cost allocation plans and user fee studies, as well as the formation of special tax districts. He specializes in analysis for a variety of clients, including cities and school districts.

Mr. Green is responsible for the annual administration of Community Facilities Districts and other types of special taxes. He assists in the research, analysis and implementation required for special district administration, including property classification, budget preparation, document data entry and updates, database management, and report preparation.

Mr. Green provides valuable analytical support under the guidance of Principal Consultant Mike Medve. His assigned tasks include updating content within the annual reports, preparing resolution(s) for Intent Meetings and Public Hearings, inputting and updating of parcel data, researching parcel changes, reviewing charge-exempt parcels, preparing applied reports, and providing general information on questions relating to the special taxes.

Relevant Project Experience

Mr. Green has worked with the following agencies.

Special District Formation

City of Chula Vista, CA – Special District Formations: Mr. Green provided analytical support on the following special district engagements: 18M Annexation 1; 97-2 Annexation 12; Annexation 2023-01 CFD 17-I; and Annexation 2023-02 CFD 17-I.

California Statewide Communities Development Authority – Special District Formations:
Mr. Green provides analytical support to the Project Manager and Principal-In-Charge for the CSCDA's Citro CFD project.

City of Upland, CA – Special Tax Consulting: Mr. Green assisted the Willdan team by developing analysis and draft documents necessary for the formation of a CFD, and to support the issuance of bonds for the CFD**.**

County of San Diego, CA – Special Tax Consulting: Ms. Green served as a financial analyst assigned to the County of San Diego, special tax consulting services project team. He assisted the senior members of the team in analysis development and drafting necessary documents for the formation of CFDs, and supports the issuance of bonds, as necessary.

City of Santa Paula, CA – Special Tax Consulting: Mr. Green assisted with the Bond issuance support for CFD No. 2.

San Jacinto Unified School District; San Jacinto, CA: Mr. Green was the assigned project analyst for the recently formed CFD for the San Jacinto School District. Tasks included formation and bond issuance support.

City of Upland, CA – Special Tax Consulting: Mr. Green provided support for the formation of CFD 2022-1 and issuance of debt for previously formed CFDs.

City of Rancho Mirage, CA – Special Tax Consulting: Mr. Green was the project analyst for the formation of CFD 4C and 5 and debt issuance for CFDs 4A and 4B.

Special District Annual Administration

- **City of Upland, CA –** Administration of Community Facilities Districts
- **California Statewide Communities Development Authority –** Administration of Community Facilities Districts
- **City of Buckeye, AZ –** Administration of Community Facilities Districts
- **City of Galt, CA –** Administration of Community Facilities Districts
- **Nevada County Consolidated Fire Department; Nevada City, CA –** Administration of special taxes
- **River Delta Unified School District; Rio Vista, CA –** Administration of Community Facilities Districts

References

Below are recent Special Tax Consulting Services project descriptions. We are proud of our reputation for customer service and encourage you to contact these clients regarding our commitment to completing the projects within budget and agreed upon timelines.

City of Upland, CA

Special Tax Consultant and Community Facilities District Formation Services

Willdan worked with the City of Upland and their financing team to form the Sycamore Hills CFD (2015-1) and the Harvest CFD (2016-1) and assist in the issuance of multiple series of bonds. The CFDs were formed to provide revenue to support the issuance of bonds, proceeds of which were used to pay for backbone infrastructure (streets, sewer, water, storm drains, etc.) and development fees associated with the development of over 300 residential units in the City. The CFDs were originally formed with one improvement area, then underwent change proceedings to create a second improvement area to better align the timing of two series of bonds with the development of two separate areas of the project.

Willdan completed special tax analysis and cash flow pro forma analysis for the project, developed a taxing methodology that suited the projected build out timeline, and which equitably allocated the costs and apportioned the tax burden among the various types of property in the CFDs. We also prepared the Rate and Method of Apportionment and CFD Report for both and assisted in the preparation of bond offering documents.

We are also working with the City on an ongoing basis to provide for administration of the CFD and preparation of annual disclosure and arbitrage rebate reports.

Client Contact:	Doug Anderson, Managing Director Urban Futures Tel #: (714) 923-3543 | Email: douga@urbanfuturesinc.com
Dates of Service:	August 2019 – Ongoing

City of Rancho Mirage, CA

Special Tax Consultant and Community Facilities District Formation Services

The City of Rancho Mirage has been a long-standing client of Willdan. Most recently, Willdan worked with the City to complete the formation of CFD 4A and CFD 4B and supported the City in the issuance of bonds for both. Both CFDs are associated with the development of a Del Webb residential development project in the City, and collectively encompass more than 600 single-family residential units.

The CFDs were formed in 2018 and 2019 to provide revenue to support bonds that would finance backbone infrastructure improvements required by the City, payment of certain fees required by the City, and also sewer and water improvements and fees required by the Coachella Valley Water District.

Our role included close work with the City, the developer, and the developer's consultant to develop special tax and pro forma cash flow analysis, as well as the development of the special tax methodology. The methodology was created to appropriately distribute the cost of the improvements and develop tax rates that equitably charged various types of property in the district. Willdan completed the Rate and Method of Apportionment, CFD Report, and assisted in the preparation of resolutions and other associated documents for the formation of the CFD. We also completed other tasks necessary to support the formation and special tax election proceedings.

Willdan will continue to work with the City going-forward to assist in the annual administration of the district, including calculation of the annual taxes for properties in the CFD. We will also assist in the preparation of annual continuing disclosure reports.

Client Contact:	Kofi Antobam, Director of Administrative Services Tel #: (760) 324-4511, Ext 232 | Email: kofia@ranchomirageca.gov
Dates of Service:	August 2018 – Ongoing

City of Lancaster, CA
Special Tax Consultant and Community Facilities District Formation Services

Willdan assisted the City of Lancaster with a cost of service and fiscal study, and subsequent CFD formation, to fund maintenance services associated with new development projects in the City. The City requested that the special tax rates be lower in the City center to account for the existing availability of resources and lower demand for services within that region. Areas external to the City center generally would require the construction of new public facilities (community centers, corporation yards, parks, trails, etc.) and would incur greater maintenance demand. Only limited guaranteed revenues were considered in the fiscal analysis. The CFD was formed in early 2021.

Willdan completed special tax analysis and cash flow pro forma analysis for the project, developed a taxing methodology that suited anticipated development, and which apportioned the tax burden among the types of development expected in the areas proposed for inclusion in the CFD, and we prepared the Rate and Method of Apportionment and CFD Report. The first annexation to the CFD took place in Summer 2022.

Client Contact: Patti Garibay, Innovation and Economic Development
Tel #: (661) 723-6072 | Email: pgaribay@cityoflancasterca.org

Dates of Service: May 2020 – Ongoing

City of Banning, CA
California Statewide Communities Development Authority (CSCDA)
Special Tax Consultant and Formation Services

For several years Willdan has provided special tax consulting and CFD formation services to CSCDA for its SCIP program, which allows CSCDA to form CFDs on behalf of local agencies where specific project aspects make this approach advantageous. The most recent CFD formation was completed in spring of 2021, for the City of Banning, for CFD 2020-2 (Atwell).

Willdan worked with the lead banker (RBC) and the rest of the financing team to successfully form the CFD and complete the issuance of $18.79 million in bonds. Willdan developed multiple improvement areas and alternative special tax methodologies for evaluation, completed a comprehensive special tax analysis (pro forma), and prepared analysis and tables to support the issuance of bonds. We also prepared the RMA and Special Tax Report and coordinated the recording of all necessary documents. The CFD financed the payment of fees and construction of backbone infrastructure for the Atwell project which is projected to include up to 3,500 residential units in the City. The formation of a second Improvement Area is currently underway.

Willdan worked with the City, the financing team, the developer, and the developer's consultant to understand the needs of key stakeholders and create a CFD that addresses each.

Dates of Service: February 2020 – Ongoing

City of Hemet, CA
California Statewide Communities Development Authority (CSCDA)
Special Tax Consultant and Formation Services

For the City of Hemet, Willdan worked with the CSCDA financing team, the developer, and the City to successfully form CFD 2018-02 and complete the issuance of the Series 2020 Bonds ($8.51 million). The CFD incorporated three improvement areas; future bond issuances associated with the second and third improvement areas are anticipated to occur in the next two years as development progresses.

We prepared a comprehensive special tax analysis for each improvement area, prepared the RMA and Special Tax Report, and coordinated the recording of all necessary documents. The CFD financed the construction of backbone infrastructure and the payment of development impact fees for the McSweeny residential development.

Client Contact: James Hamill, Managing Director, CSCDA
Tel #: (925) 476-5644 | Email: jhamill@cscda.org

Dates of Service: June 2018 – Ongoing

Project Fees

Cost Engineering and CFD Formation Services

Willdan Financial Services proposes to perform the tasks outlined in our Scope of Services for the fees noted in the table below.

Cost Engineering and CFD Formation Services	
Service	**Fee**
Phase One	
Community Facilities District Formation Services	$32,500
Phase Two	
Operations and Maintenance Technical Memorandum	$4,500
Engineer's Opinion of Probable Cost	$7,500
Phase Two – Optional Request for Bid Support	$3,000
Total Fee – with optional task	**$47,500**

Notes

- Phase One includes drafting of the Goals and Policies and updating the City's Municipal Code
- The fees denoted above will not be contingent upon the outcome of the formation process.
- Additional meetings or tasks outside our proposed scope of work will require an additional fee.
- For the purpose of our proposal, telephone conference calls are not considered "meetings" and are not limited by our scope of services.
- The City will be invoiced on a ***monthly*** percentage-completion basis.

Hourly Rates

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Willdan Hourly Rate Schedule		
Position	**Team Member**	**Hourly Rate**
Vice President / Director	Chris Fisher	$250
Engineer	Ronald Stein	$240
Principal Consultant	Mike Medve	$210
Senior Project Manager		$185
Project Manager		$165
Senior Project Analyst		$135
Senior Analyst	Tyler Green	$125
Analyst II		$110
Analyst I		$100

WILLDAN

27368 Via Industria, Suite 200
Temecula, California 92590-4856
800.755.6864 | 951.587.3500
www.willdan.com

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
WILLDAN FINANCIAL SERVICES

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 12th day of June 2024 by and between the **CITY OF IRWINDALE**, a California Charter City and municipal corporation ("**City**") and **WILLDAN FINANCIAL SERVICES**, a ("**Consultant**"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

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

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

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Forty-Seven Thousand Five Hundred Dollars ($47,500) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-

category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the

period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. **Mr. Chris Fisher** is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. The City Manager, or his or her designee, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

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

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per

occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of

insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to

Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may

withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N Irwindale Ave, Irwindale, CA 91706t and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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

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

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Julian Miranda, City Manager

ATTEST:

_____
Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

Willdan Financial Services

By:_____
Name: Chris Fisher
Title:

By:_____
Name:
Title:

Address:
27368 Via Industria
Suite 200
Temecula, CA 92590

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Form a Community Facilities District (CFD), in conjunction with IBC North, to fund the annual maintenance associated with a project-specific sewer line. The district would form the basis for a CFD and would ensure that the IBC North project provides revenue to help fund City services, as more fully set forth in Consultant's Cost Engineering and CFD formation services proposal, attached as Exhibit "A-1," and incorporated herein by this reference.

II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates as set forth in Exhibit "A-1"

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed $ 47,500, as provided in Section 2.1 of this Agreement.

VI. Consultant's billing rates for all personnel are attached as Exhibit A-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the following schedule as set forth in Exhibit "A-1".

III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.

Item #19.L.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approve Appropriation of Asset Forfeiture Funds

City Manager's Recommendation:

Adopt Resolution No. 2024-33-3510, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING FEDERAL ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT."

Administrative Action:

Submitted by:

Christopher Hofford, Chief of Police

Prepared by:
John Fraijo, Captain

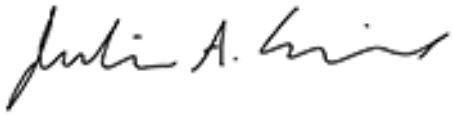
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Department of Justice (DOJ) Equitable Sharing Program (Asset Forfeiture) was federally enacted in 1984. The primary purpose of this program is to assist law enforcement in the deterrence of crime by depriving criminals of the profits and proceeds of their criminal activities and to weaken criminal enterprises by removing the instrumentalities of crime. An ancillary purpose of this program is to enhance cooperation among federal, state and local law enforcement agencies through the equitable sharing of federal forfeiture proceeds.

The Irwindale Police Department, in cooperation with federal, state, and local agencies, has participated in several investigations over the past four years that have resulted in the seizure of personal property including automobiles and U.S. currency. Through the Equitable Sharing Program, the Police Department applied for and received a portion of funds from each related investigation from both federal and state equitable sharing programs. Allocations of funds through these programs are determined by the percentage of time and effort that a participating agency puts toward the case investigation that resulted in seized property.

Federal and state laws dictate permissible and non-permissible purchases that can be made with the received asset forfeiture funds under the asset forfeiture program. Permissible items for purchase with the received funds include law enforcement training in any area that is necessary to perform official law enforcement duties, equipment and operations for investigations and official law enforcement duties, telecommunications equipment, and law enforcement facilities and related items to include government furniture.

Asset forfeiture funds cannot be used for regular salaries of existing police officers, but may be used for the salary of police officers assigned to a specific task force for a specified period of time or under certain other conditions. The permissible appropriation of funds will include:

- Salary and overtime costs associated with asset forfeiture investigations
- Law enforcement training
- Hardware, software, wireless connectivity and other required equipment related to the department's reporting and telecommunications infrastructure
- Radio Communication Systems / In-car camera system / MDC-Mobile Data
- Video surveillance equipment
- Equipment and operations related to investigations
- Executive Conferences - In State/Out of State

The Police Department has received an additional $35,524.12 for fiscal year 2023-2024 in federal asset

forfeiture proceeds. These federal asset forfeiture funds are held in the Federal Treasury Fund (Fund 16). These funds are separate from the General Fund, and supplemental to the current operating budget. The proposed Resolution would approve the Police Department's receipt of the federal asset forfeiture proceeds and allocate these proceeds to three expenditure accounts for the Police Department's use, consistent with state and federal law.

Fiscal Impact:

The attached resolution allows for the receipt of, and an appropriation of $35,524.12 in federal asset forfeiture revenue for fiscal year 2023-2024 to be distributed to the City's expenditure account as follows:

- $20,524.12 to Operating Supplies Account No.16-35-370-42200-0000
- $10,000.00 to Computer Systems Account No.16-35-370-44300-0000
- $5,000.00 to Contractual Services Account No.16-35-370-42300-0000

Attachments:

1. Resolution Asset Forfeiture Appropriation 06-12-24

RESOLUTION NO. 2024-33-3510

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING FEDERAL ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT

WHEREAS, the Irwindale Police Department wishes to enhance the quality of service to the community by seeking outside funding sources to supplement the Police Department budget; and

WHEREAS, the City of Irwindale Police Department has assisted federal, state and local law enforcement agencies with investigations related to illegal narcotics and other criminal activity over the past years; and

WHEREAS, the United States Department of Justice and the California Department of Justice have an Equitable Sharing Program that allows law enforcement agencies to share in federal forfeiture proceeds from property seized during these investigations; and

WHEREAS, federal and state laws dictate that these funds must be utilized by the Police Department for investigations and operations related to asset forfeiture investigations and/or training and equipment related to official law enforcement duties; and

WHEREAS, the Police Department has received an additional $35,524.12 in federal asset forfeiture proceeds for fiscal year 2023-2024, which is ready for use by the Police Department in accordance with federal and state law requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. Asset forfeiture funds obtained through the U.S. Department of Justice Equitable Sharing Program and interest, in the amount of $35,524.12 are approved, received as supplemental to the Police Department Budget, available to be appropriated.

SECTION 2. The City Council hereby appropriates the $35,524.12 in federal asset forfeiture funds to the following City of Irwindale Police Department expenditure accounts in the corresponding amounts:

~~-~~ $20,524.12 to Operating Supplies Account No.16-35-370-42200-0000; $10,000.00 to Computer Systems Account No.16-35-370-44300-0000; and $5,000.00 to Contractual Services Account No.16-35-370-42300-0000.~~$35,524.12 to Operating Supplies Account No.16-35-370-42200-0000~~

These funds shall be used in accordance with federal and state law for expenditure of federal asset forfeiture funds.

SECTION 3. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 12th day of June, 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-33-3510 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 12th day of June, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #19.M.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Appropriation of Supplemental Law Enforcement Services Funds for the Citizen's Option for Public Safety Program (COPS) AB3229

City Manager's Recommendation:

Adopt **Resolution No. 2024-34-3511** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING REVENUES, INTEREST, AND AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF $189,178.15 FOR FISCAL YEAR 2023-24 OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZEN'S OPTION FOR PUBLIC SAFETY PROGRAM (COPS)."

Administrative Action:

Submitted by:
Chris Hofford, Chief of Police

Prepared by:

John Fraijo, Captain

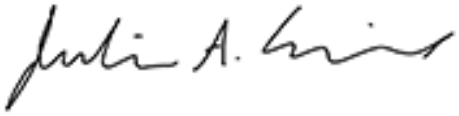
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The State of California Citizen's Option for Public Safety (COPS) Program was enacted pursuant to AB 3229. The COPS Program provides a supplemental funding source for local governments for the purpose of ensuring public safety. There is no guarantee that this will be a continued funding source for the long term. For FY 2023-24, the City of Irwindale Police Department received $186,158.96 which is required to be used for "front-line municipal police services." These funds must supplement existing services, and cannot be used to supplant any existing funding for law enforcement services. COPS funding for FY 2023-24 has earned interest in the amount of $3,019.19 from the City's pooled investment accounts, which also must be allocated for "front-line municipal police services."

California Government Code Sections 30061 through 30063 establishes guidelines for the receipt and expenditure of COPS funding.

The following is the proposed COPS expenditure plan for FY 2023-24, with some of these items presented as part of the Police Department's Capital Improvement Plan:

- The purchase of police service vehicles and outfitting the vehicles with emergency lighting equipment, radios, computers, and public safety supplies.
- The purchase of police dispatch radio consoles and computer system maintenance costs.

The COPS funding received from the State, plus the interest allocated at year-end, total $189,178.15. Appropriation of these funds will allow the police department to expend these monies in FY 2023-24 and carry over any un-expended funds to FY 2024-25.

Fiscal Impact:

Appropriating the COPS funding received in FY 2023-24 will allow the Police Department to use these funds for supplemental technology and other equipment for its patrol operations. These expenditures would otherwise need to be funded by the General Fund, thereby resulting in a savings of General Fund monies.

Attachments:

1. Resolution 2023-2024 - COPS

RESOLUTION NO. 2024-34-3511
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING REVENUES, INTEREST, AND AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF $189,178.15 FOR FISCAL YEAR 2023-24 OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZEN'S OPTION FOR PUBLIC SAFETY PROGRAM (COPS)

WHEREAS, the Irwindale Police Department wishes to enhance the quality of service to the community by using funds from the Citizens Option for Public Safety (COPS) Program to supplement the Police Department budget; and

WHEREAS, the City of Irwindale has received $186,158.96 from the State of California COPS Program, which is funded for the 2023-24 fiscal year, and COPS funding has earned interest amounting to $3,019.19; and

WHEREAS, the COPS funds must be utilized by the Police Department for "front-line municipal law enforcement services" and cannot be used to supplant funding for other law enforcement services or programs; and

WHEREAS, the Police Department proposes to utilize these funds for the purchase of police service vehicles and outfitting those vehicles with emergency lighting equipment, radios, computers and public safety supplies; and

WHEREAS, in total, COPS funding received from the state in conjunction with property tax allocations throughout the year, as well as the interest allocated at year-end, amounts to $189,178.15. Any remaining funds after any capital expenditures for the proposed police service equipment and supplies will be invested in accordance with COPS requirements.

NOW, THEREFORE, **THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:**

SECTION 1. The State of California COPS Program funds and earned interest from such funds are hereby accepted and shall be recorded into the City budget as revenue. The funds are hereby appropriated to expenditure account(s):

- 36-35-371-44400-0000 (Vehicles and Equipment) in the amount of $89,178.15
- 36-35-371-44300-0000 (Computer Systems) in the amount of $100,000.00

SECTION 2. COPS program funds shall be utilized for police service vehicles and outfitting the vehicles with emergency lighting equipment, radios, computers and public safety supplies, including the purchase of police dispatch radio consoles and computer system maintenance costs.

SECTION 3. COPS program funds shall be utilized for hardware, software, and other necessary equipment related to the department's records management and network infrastructure.

SECTION 4. Any remaining COPS funds after any capital expenditures for the proposed police service equipment and supplies described in Section 2 and 3 herein will be invested in accordance with COPS requirements.

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

PASSED, APPROVED AND ADOPTED this 12th day of June, 2024.

_____

Albert F. Ambriz, Mayor

ATTEST:

_____
Laura Nieto
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-34-3511 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 12th day of June, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto
Chief Deputy City Clerk

Item #19.N.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Amendment No. 1 to Contract Services Agreement with IMEG Corp. for Design Services of Construction Documents for the Civic Center Exterior Improvements Project; P-1054

City Manager's Recommendation:

That the City Council (1) approve and authorize the City Manager to execute Amendment No. 1 to the Contract Service Agreement with IMEG Corp. for design services of construction documents for the Civic Center Exterior Improvements Project to increase the contract amount from $281,620 to $371,300; and (2) approve an amended 15% project contingency in the amount of $55,695 to cover any additional unforeseeable expenses that may arise during design.

Administrative Action:

Submitted by:
Eddie Chan, Director of Engineering/Building Official

Prepared by:
Luis Pimentel, Associate Engineer

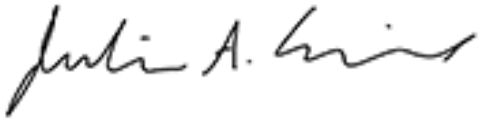
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On August 14, 2023, staff solicited a Request for Proposals (RFP) for design services for the preparation of comprehensive construction documents – plans, specifications, and estimate (PS&E) for the Civic Center Exterior Improvements Project. This project consists of improvements to the frontage along the City Hall/Police Department building which includes additional parking spaces, installation of a new water fountain feature and digital display sign and the modification of landscape, irrigation, and hardscape elements. Staff determined IMEG, Corp. was the most qualified firm for the project, and recommended awarding the contract for design services to them.

On October 11, 2023, the City Council awarded the contract for professional design services for the Civic Center Exterior Improvements Project to IMEG Corp. in the amount of $281,620.

During the design process, the Engineering department was directed to add additional scope of work to the design. The items included:

1. Removable temporary poles and electrical outlets for the annual Christmas Lighting Event.
2. A meandering sidewalk to replace the existing dilapidated and lifted sidewalk along the frontage of Irwindale Avenue.
3. Removal and replacement of the existing bus shelter.
4. Addition of parking lot lighting to the new parking area for safety.

Each year, the Public Works Services crew uses the existing trees and available poles in front of City Hall to secure and connect the aerial cable for the Annual Christmas Light Show, which takes place during the Christmas season. These decorations began as a response to COVID-19, aiming to provide the community with a drive-through light show experience to boost Christmas spirit. Over time, this event has grown to extend across the entire parking lot in front of City Hall and the Police Station.

As the event has expanded, it has become increasingly challenging for the Public Works Services crew to extend power to supply all the lighting for this event. Therefore, it is proposed to add removable temporary poles and electrical outlets to the design to facilitate the setup and ensure adequate power supply for the Christmas Light Show.

Staff also observed that the existing sidewalk along the frontage of Irwindale Avenue has become dilapidated and lifted due to tree roots, necessitating replacement. The proposed solution includes installing a meandering sidewalk, removing the existing oversized bus shelter, and replacing it with a smaller bus shelter. Additionally, staff has identified the need to install new parking lot lighting in the new parking area for added safety.

The attached contract agreement amendment has been reviewed and approved as to form by the City Attorney's office.

Fiscal Impact:

Sufficient funding for this contract amendment is budgeted in the FY 2023/2024 Adopted Budget as the Civic Center – Exterior Improvements Project (48-80-800-45200-8245).

Attachments:

1. Amendment No. 1 to PSA - Design for Civic Center Exterior Improvements Project (P-1054) - Agreement
2. IMEG Proposal for Amendment No. 1

AMENDMENT NO. 1
TO CONTRACT SERVICES AGREEMENT FOR DESIGN SERVICES FOR THE IRWINDALE CIVIC CENTER EXTERIOR IMPROVEMENTS PROJECT; P-1054

THIS AMENDMENT NO. 1 FOR CONTRACT SERVICES AGREEMENT FOR DESIGN SERVICES FOR THE IRWINDALE CIVIC CENTER EXTERIOR IMPROVEMENTS PROJECT; P-1054 ("Amendment No. 1") is dated June 12, 2024, by and between the CITY OF IRWINDALE, a California Charter city and municipal corporation ("City") and IMEG Corp., 300 N. Lake Avenue, 12th floor, Pasadena, CA 91101 ("Consultant") is effective as of the 12th day of June, 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated October 11, 2023 ("Agreement") whereby Consultant agreed to provide professional services for the preparation of comprehensive construction documents – plans, specifications, and estimate (PS&E) for the Civic Center Exterior Improvements Project ("Services").

B. Pursuant to section 2.3 of the Agreement, the City requested additional scope of work and IMEG Corp. was able to provide the City with a proposed scope of work for additional surveying, structural, electrical, landscape and civil work. IMEG Corp. has provided the City with Contract Amendment No. 1 for Additional Services proposal, describing the scope of work and costs.

C. City and Consultant now desire to amend the Agreement to reflect the additional requested work as outlined in Amendment No. 1 for Additional Services proposal.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (deletions shown in ~~strikethough~~ and additions shown in ***bold italics***).

A. Section 2.1 Contract Sum, is hereby amended to read in its entirety as follows:

> For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Three Hundred Seventy-One Thousand Three Hundred Dollars ($371,300)*** ~~Two Hundred Eighty-One Thousand Six Hundred Twenty Dollars ($281,620)~~ ("Contract Sum").

B. Exhibit "A" Scope of Services and Exhibit "C" Schedule of Compensation are hereby amended to incorporate Amendment No. 1 for Additional Services, attached hereto as Exhibit "A-1."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant 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 other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **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 Amendment.

5. **Authority.** The persons executing this 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Julian A. Miranda, City Manager

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

IMEG Corp.

By:_____
Name: Josh Gordon
Title: Project Executive
Address: 300 N. eville Street
Orange, CA 92865

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

May 16, 2024
Luis Pimentel, E.I.T. Associate Engineer
City of Irwindale - Public Works Engineering
5050 N. Irwindale Avenue,
Irwindale, California 91706

RE: Amendment Number 1 for Additional Services
Irwindale Civic Center Improvements - Temporary poles and electrical outlets, sue, survey and additional improvements.
Irwindale, CA
IMEG #23008722.00

Dear Luis:

As we discussed, you would like IMEG to provide additional SUE (utility locating) surveying, structural, electrical, and civil engineering for the addition of 11 temporary poles with up to 11 permanent electrical outlets near the poles, as shown on Scope Exhibit 'A' below. The poles are intended to be used to string Christmas lights or banners at a height of approximately 13' and will be removable.

IMEG will show demolition of the existing bus stop shelter and pavement and design pavement for a bus stop shelter designed by the Landscape Architect with details and calculations by IMEG Structural. The existing Irwindale Avenue easterly sidewalk from Calle Del Norte to Calle de Paseo not including any existing or new ADA ramps will be removed and replaced with a new meandering sidewalk.

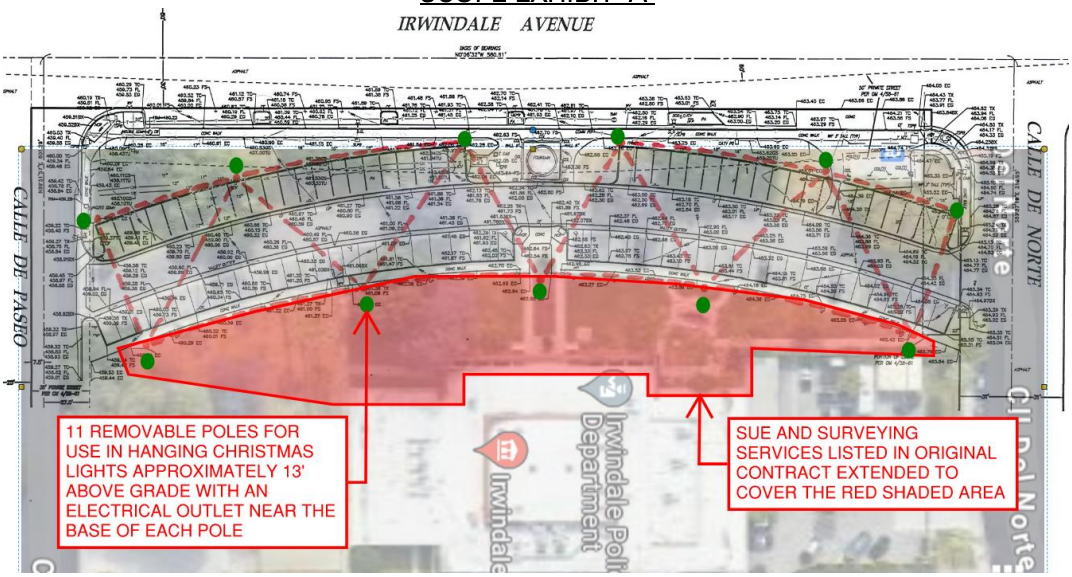
Additional area for aerial survey, SUE and ground survey of SUE markings and required ground support for aerial per Scope Exhibit 'B' is included.

IMEG will perform photometric calculations to meet minimum light level requirement per IES.
New parking lot lighting along the new parking lot expansion to include photometric calculation and spilling lights along the existing sidewalk fronting the street. Connect new circuits to new parking lot lighting.

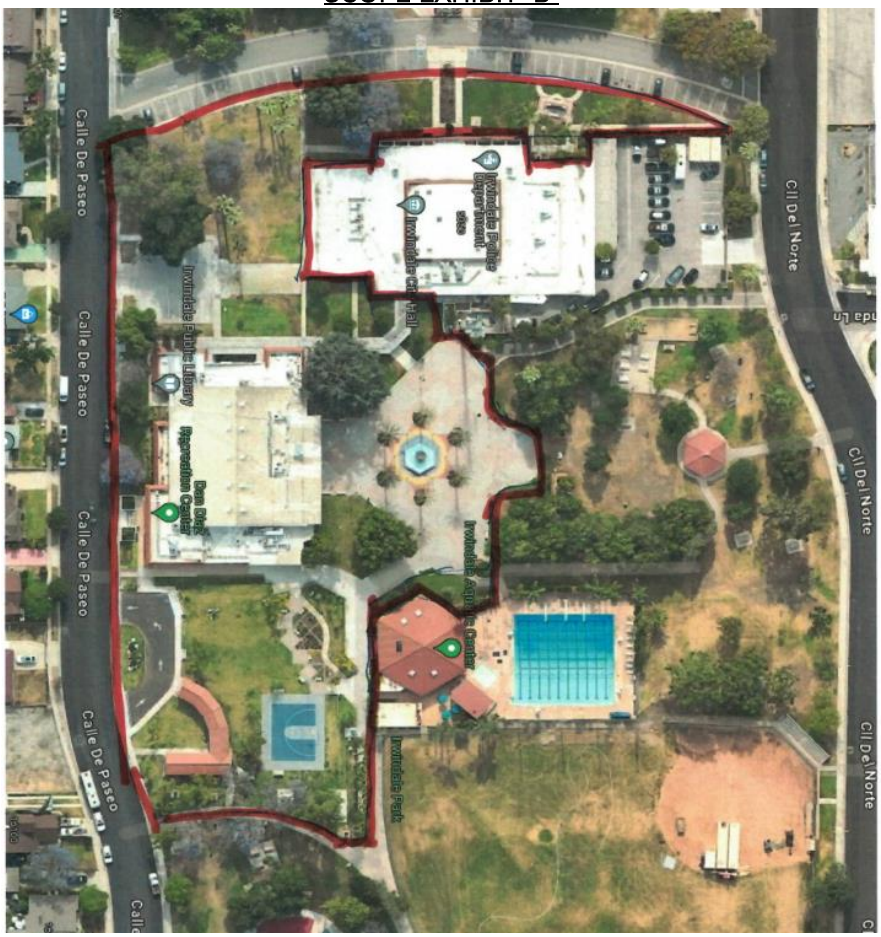
IMEG will call for grind and overlay of existing AC parking lot and drive aisle and provide the required details and specifications. IMEG will show new striping for standard and ADA spaces.

All other services, terms, and conditions shall remain as stated in our original Agreement dated October 11, 2023

SCOPE EXHIBIT 'A'



SCOPE EXHIBIT 'B'



We understand the additional scope of work is as follows:

SUE (UTILITY LOCATING) PHASE SERVICES

1. SUE services as listed in the original contract extended to the red shaded area on Scope Exhibit 'B'. See attached sub-consultant agreement.

SURVEY PHASE SERVICES

1. Surveying services as listed in the original contract extended to the red shaded area on Scope Exhibit 'A'.
2. Aerial survey with ground support and survey of utility markings per scope Exhibit 'B'.

STRUCTURAL ENGINEERING SERVICES

1. Provide a site visit to review field conditions with the proposed layout of temporary poles.
2. Develop structural concept design of the temporary poles for review and approval by the City.
3. Design foundation system for the light poles based on criteria from a geotechnical report or if no report is provided, based on minimum Code values. Foundation is likely to be a caisson type system.
4. Design steel pole with removable connection per City specifications.
5. Provide calculation package for foundation and pole design.
6. Prepare construction documents for design of the temporary light poles for submittal to the City Building Department.
7. Respond to City plan check comments as required.
8. Provide limited construction administration support in answering RFI's and submittals.
9. Provide one site visit to the job site during construction for structural observation as required per the Code.
10. Provide structural calculations and details for the new bus stop shelter.

ELECTRICAL ENGINEERING SERVICES

1. Provide 11 receptacle weather-proof GFCI outlets for Christmas lighting.
2. Perform load calculations.
3. Photometrics.
4. Western parking lot lighting.

CIVIL ENGINEERING SERVICES

1. Layout and control for 11 pole and outlet locations.
2. Coordinate and provide horizontal control for electrical conduit routing.

3. Deconflict poles, outlets and underground electrical conduits with existing utilities based on SUE information.
4. Street plan for meandering sidewalk from Calle Del Norte to Calle De Paseo not including ADA ramps.
5. Update grading plan, lid plan and calculations due to changes for the meandering walk.
6. Coordinate Bus stop shelter demolition and new shelter construction and show on plans with horizontal control and grading required.
7. Plan to grind and overlay existing parking.
8. Striping plan for existing standard and ADA spaces.

LANDSCAPE ARCHITECTURE SERVICES

1. Services for Bus stop shelter and revised planting and irrigation due to new meandering sidewalk per attached subconsultant agreement.

ASSUMPTIONS

1. An additional power sub-panel to serve new receptacle outlets, fountain and signage power and provisions for future electric charging stations will be required.
2. Survey provided to IMEG along with surveys already performed by IMEG will be sufficient for design of this additional scope.
3. ADA ramp design will not be required and is not included.

COMPENSATION

We propose to provide the additional services described above for a fixed fee of as broken down below.

SUE (Utility Locating)	$12,900
Survey Phase	$8,000
Structural Engineering	$16,500
Electrical Engineering	$10,360
Civil Engineering	$39,420
Landscape Architecture (shelter)	$2,500

Total Project Fixed Fee	$89,680

We will begin our services following acceptance of this Amendment for Additional Services. Acceptance may be conveyed via e-mail to the address listed below, by fax, or by signing this offer and returning it to our office.

Sincerely,

IMEG Consultants Corp.

Digitally signed by Josh Gordon
Date: 2024.05.16 13:51:02-07'00'

By: _____

Name: Josh N. Gordon

Title: Project Executive | Senior Associate

Approved by: John Thompson, PE C82557

City of Irwindale - Public Works Engineering

Accepted this _____ day of _____, 20____

By: _____

Name: _____

Title: _____

josh.n.gordon@imegcorp.com
JNG: JMT/mic
\\files\Active\Projects\2023\23008722.00\ProjectManagement\ASR for temporary lighing and electrical outlets\20240516 - 23008722 - ASR 01 Temp. Poles.docx

Item #19.O.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Acceptance of the Irwindale Aquatic Center - Commercial Pool Heater Replacement Project P-1062

City Manager's Recommendation:

That the City Council (1) accept the improvements and maintenance responsibilities for the constructed improvements of the Irwindale Aquatic Center - Commercial Pool Heater Replacement Project P-1062; (2) approve the final Project amount of $83,700 under the construction contract with Waterline Technologies, Inc. (3) authorize the City Clerk to record the Notice of Completion; and (4) authorize the Finance Director to release the 5% retention amount for the Project.

Administrative Action:

Submitted/Prepared by:

Eddie Chan, Director of Engineering / Building Official

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On January 10, 2024, the City Council awarded the Irwindale Aquatic Center - Commercial Pool Heater Replacement Project P-1062 to Waterline Technologies, Inc in the amount of $84,000.00, plus a 10% contingency in the amount of $8,400.00 for a total of $92,400.00. The Project was successfully completed on time for the Swimming Program that was scheduled to start in March 2024, and it was completed in accordance with the approved plans and specifications. During the course of work, the City received credits for removing a bid item that was not needed to complete the Project. This change order reduced the overall contract amount by $300.00 less than the original contract amount. Thus, the total cost of the Project is $83,700.00, which is $8,700 less than the total approved contract amount of $92,400.00. The Project is now complete and staff recommends that City Council accept the improvements and maintenance responsibility for the Irwindale Aquatic Center - Commercial Pool Heater Replacement Project. Upon acceptance of the improvements, City Council will render the Project complete. Once the Project is complete, the City will file a Notice of Completion and release the retention amount for the Project. Staff therefore recommends that City Council authorize the City Clerk to record the Notice of Completion and authorize the Finance Director to release the 5% retention amount for the Project.

Fiscal Impact:

Funding for this Project has been budgeted in the FY 2023-2024 budget for the Swimming Pool Facility & Lift Remodel Project (Account No. 48-80-800-45200-8229). Sufficient funding is available in the FY 2023-24 budget to pay for this amount.

Attachments:

1. 06-12-2024 Acceptance of Irwindale Aquatic Center - Commercial Pool Heater Replacement Project (P-1062) - NOC

RECORDING REQUESTED BY: /
CITY OF IRWINDALE /
/
WHEN RECORDED MAIL TO: /
Eddie Chan
City of Irwindale /
Department of Public Works /
5050 N. Irwindale Avenue /
Irwindale, CA 91706 /
/
/
/

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION OF PUBLIC IMPROVEMENT AND WORK

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of an interest or estate in the hereinafter described real property, the nature of which interest or estate is: CITY OF IRWINDALE AQUATIC CENTER – COMMERCIAL POOL HEATER REPLACEMENT PROJECT (P-1062).

2. The full name of the owner is: CITY OF IRWINDALE.

3. The full address of the owner is: 5050 NORTH IRWINDALE AVENUE, IRWINDALE, CALIFORNIA, 91706.

4. On the 12th day of JUNE 2024, there was completed upon the hereinafter-described real property the following work: IRWINDALE AQUATIC CENTER – COMMERCIAL POOL HEATER REPLACEMENT PROJECT.

5. The name of the original contractor for the work described above was: WATERLINE TECHNOLOGIES, INC.

6. The real property referred to herein is situated in the City of Irwindale, County of Los Angeles, State of California and is described as follows: CITY OF IRWINDALE AQUATIC CENTER LOCATED AT 5050 NORTH IRWINDALE AVENUE.

DATED: _____, 2024

_____
Eddie Chan, Director of Engineering/Building Official
City of Irwindale

ATTEST:

_____
Chief Deputy City Clerk

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

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___,

by _____,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature_____

Item #19.P.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of SB1 Road Maintenance and Rehabilitation Account Local Streets and Roads Funding Allocation for Fiscal Year 2024/2025

City Manager's Recommendation:

That the City Council (1) approve the SB1 Local Streets and Roads Program proposed project list for Fiscal Year 2024/2025 and authorize staff to submit said list to the California Transportation Commission; and (2) **adopt Resolution No. 2024-42-3519** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024/2025 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017".

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering / Building Official

Prepared by:

Luis Pimentel, Associate Engineer

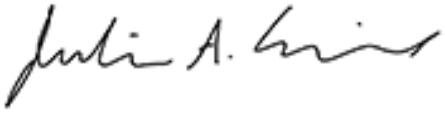
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

In 2017, Senate Bill 1 (SB1) established a Road Maintenance and Rehabilitation Account (RMRA) to address basic road maintenance and rehabilitation of state highways and local streets and roads. Pursuant to Section 2032 of the Streets and Highways Code, a percentage of the funding from the new Road Maintenance and Rehabilitation Account will be allocated to eligible cities and counties for basic road maintenance, rehabilitation, and critical safety projects on local streets and roads.

Each city or county must submit a project list to the California Transportation Commission (CTC), pursuant to an adopted resolution, on an annual basis. SB1 also establishes annual reporting and audit requirements for RMRA expenditures.

The estimated amount of RMRA funds proposed to be received in FY 2024-25 and allocated pursuant to the City Council's adoption of the FY 2024-25 budget meeting on June 26, 2024, for our city is $38,875. The eligible uses of SB1 RMRA funds include road maintenance and rehabilitation, safety projects, bicycle and pedestrian improvements, and traffic control devices.

The proposed project to use RMRA funding for FY 2024-2025 will be the 2024-25 Pavement Rehabilitation Program, also proposed to be approved at the FY 2024-25 budget adoption meeting scheduled for June 26, 2024, which consists of cold-milling, removal and re-paving of existing asphalt pavement on Myrtle Avenue. The useful life of these improvements is estimated to be 10 to 15 years.

Upon approval by the City Council, the project description and a copy of the adopted Resolution No. 2024-42-3519 will be submitted to the CTC as required to be eligible for receiving SB1 RMRA funding for FY 2024-2025.

Fiscal Impact:

The City of Irwindale will be eligible to receive an estimated amount of $38,875 for the FY 2024-25 Pavement Rehabilitation Program with the adoption of the attached resolution. RMRA funds are recorded in the State Gas Tax, Fund 21 account 21-00-000-33360-0000.

Attachments:

1. Resolution No. 2024-42-3519

RESOLUTION NO. 2024-42-3519

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024/2025 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $38,875 in RMRA funding in Fiscal Year 2024/2025 from SB 1; and

WHEREAS, this is the 8th year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate 1 streets/roads, throughout the City this year with the 2024/25 Pavement Rehabilitation Program and similar projects in the future; and

WHEREAS, the 2023 City of Irwindale Pavement Condition Report found that the City's streets and roads are in an "good" condition with average PCI rating of 75 and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an "excellent" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide and create a useful outcome for our constituents and commuters alike

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF IRWINDALE HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

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

SECTION 2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024/2025 Road Maintenance and Rehabilitation Account revenues:

Project Title: 2024/25 Pavement Rehabilitation Program
Project Description: Cold-milling, removal and re-paving of existing asphalt pavement.
Project Location: Myrtle Avenue from Live Oak Ave to North City Limits
Estimated Project Schedule: Start (05/25) – Completion (08/25) based on the components being funded with RMRA funds
Estimated Project Useful Life: 10-15 years

SECTION 3. The Chief Deputy City Clerk shall certify the passage and adoption of this Resolution, which shall in turn have immediate effect.

PASSED, APPROVED and **ADOPTED** this 12th day of June 2024.

_____
Albert F. Ambriz, 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. 2024-42-3519 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 12th day of June 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Irwindale Chamber of Commerce Services

City Manager's Recommendation:

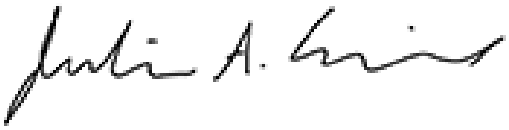
It is recommended that the City Council approve and authorize the City Manager to execute the following:

1. Services Agreement between the City of Irwindale and the Irwindale Chamber of Commerce beginning July 1, 2024, and expiring on June 30, 2025 in a not to exceed about of $30,000, or provide further direction.

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager



Prepared by:

Iris Espino, Assistant to the City Manager

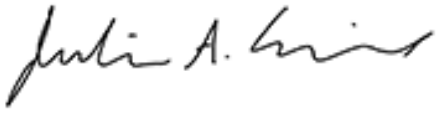
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Since 2008, the Irwindale Chamber of Commerce ("Chamber"), through a Services Agreement with the City of Irwindale ("City"), has provided services to the City and businesses that are Chamber members. They have proven to be an invaluable resource to the business community and an outstanding partner with the City.

The proposed Services Agreement "Exhibit A" was sent to the Chamber on April 2, 2024, which provides an instrument by which both parties can identify their respective roles and expectations in consideration of the financial assistance provided to the Chamber by the City. The proposed Services Agreement is a 12-month term, beginning July 1, 2024, and ending June 30, 2025. The total contract amount is $30,000, which was the same amount budgeted in the previous fiscal year. Staff is recommending that the City Council approve the $30,000 contract amount.

However, on May 21, 2024, the City received a letter "Exhibit B" from the Chamber requesting the contract amount be increased to $66,000 along with an updated business plan "Exhibit C."

It is therefore recommended that the City Council receive information provided by the Chamber and either approve the proposed Services Agreement at the $30,000 amount or provide alternative direction to staff.

Fiscal Impact:

The Administrative Services (Account No. 01-18-180-42140-0000) proposed FY 2024-2025 budget includes the $30,000 amount needed for the proposed Services Agreement.

Attachments:

1. DRAFT Services Agreement_Chamber of Commerce_FY 2024-2025
2. Irwindale Chamber Funding Request Letter
3. Irwindale Chamber Business Plan 2024-2025

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
THE IRWINDALE CHAMBER OF COMMERCE

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is retroactively made and entered into on the 1st day of July, 2024 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and THE IRWINDALE CHAMBER OF COMMERCE, a California non-profit organization (herein "CHAMBER"). City and Chamber are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CHAMBER

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Chamber shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Chamber warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Chamber shall be compensated in accordance with Section 2.2 of this Agreement, but not exceeding the maximum contract amount of Thirty Thousand Dollars ($30,000) ("Contract Sum").

2.2 Invoices. On the first business day of July 2024, October 2024, January 2025, and April 2025, Chamber shall furnish City an original invoice equal to, but in no event shall exceed, $7,500 (Seven Thousand Five Hundred Dollars and Zero Cents) for all work performed and expenses incurred during the preceding period in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Chamber is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Chamber shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Chamber to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Chamber which are disputed by City, City will use its best efforts to cause Chamber to be paid within forty five (45) days of receipt of Chamber's correct and undisputed invoice; however, Chamber acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Chamber for correction and resubmission. Review and payment by the City of any invoice provided by the Chamber shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Chamber, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Chamber. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. . The Chamber shall provide perform all services within the time period(s) established in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference,

3.3 Force Majeure. The time period(s) specified in Section 3.2 for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Chamber, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Chamber shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Chamber be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Chamber's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall begin July 1, 2024, and continue in full force and effect through June 30, 2025.

4. COORDINATION OF WORK

4.1 Representative of Chamber. The President and CEO is hereby designated as being the representative of Chamber authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Chamber and any authorized agents shall be under the exclusive direction of the representative of Chamber. Chamber shall utilize only competent personnel to perform services pursuant to this Agreement. Chamber shall make every reasonable effort to maintain the stability and continuity of Chamber's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. The City Manager or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

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

4.4 Independent Chamber. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Chamber, its agents or employees, perform the services required herein, except as otherwise set forth. Chamber shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Chamber shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Chamber shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of

California and which shall indemnify, insure and provide legal defense for the Chamber against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Chamber in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Chamber's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Chamber's services or the termination of this Agreement. During this additional 5-year period, Chamber shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Chamber shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Chamber's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Chamber shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Chamber has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Chamber agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Chamber, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Chamber is legally liable ("indemnitors"), or arising from Chamber's or indemnitors' reckless or willful misconduct, or arising from Chamber's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Chamber and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Chamber shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Chamber shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Chamber in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Chamber. Chamber shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Chamber shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or

court order shall not be considered "voluntary" provided Chamber gives the City notice of such court order or subpoena.

(c) If Chamber provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Chamber for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Chamber's conduct.

(d) Chamber shall promptly notify the City should Chamber be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Chamber or be present at any deposition, hearing or similar proceeding. Chamber agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Chamber.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Chamber in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Chamber shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Chamber with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Chamber is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Chamber for any work performed after the date of default. Instead, the City may give notice to Chamber of the default and the reasons for the default. The notice shall include the timeframe in which Chamber may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Chamber is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Chamber does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or

injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Chamber shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Chamber, except that where termination is due to the fault of the Chamber, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Chamber reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Chamber may determine. Upon receipt of any notice of termination, Chamber shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Chamber has initiated termination, the Chamber shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Chamber has initiated termination, the Chamber shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Chamber. If termination is due to the failure of the Chamber to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Chamber shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Chamber for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Chamber covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Chamber shall take affirmative action to ensure that applicants are employed and that employees are treated during

employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Chamber, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Chamber or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N Irwindale Ave, Irwindale, CA 91706t and in the case of the Chamber, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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

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

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Chamber warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Chamber further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Chamber is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Chamber's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Julian A. Miranda, City Manager

ATTEST:

_____
Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CHAMBER:

_____

By:_____
Name: Ricardo Flores
Title: Chair of the Board

By:_____
Name: Lily Phan
Title: President/CEO
Address: 5155 N Irwindale Ave
Irwindale, CA 91706

_____

Two corporate officer signatures required when Chamber is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CHAMBER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CHAMBER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01005.0001/776629.2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01005.0001/776629.2

EXHIBIT "A"

SCOPE OF SERVICES

The **CHAMBER** shall be responsible for providing the following:

1. **Cornerstone Club Member**

   Recognize **CITY** as a Cornerstone Club Member at the highest level, receiving all consideration, benefits, sponsorship, and advertising opportunities that inure to the benefit of Cornerstone Club members.

2. **Economic Vitality**

   A. Serve as information bureau to its members and new businesses by properly communicating **CITY** information. The information bureau shall serve the business and residential community.

   B. Answer inquiries concerning community facilities and services and refer callers to appropriate **CITY** departments.

   C. Assist the **CITY** in the attraction, retention, and expansion of business in Irwindale through collaboration with the Economic Development Division, which shall reach out to businesses and offer workshops and assistance to the business community.

3. **Promoting the Community**

   A. Coordinate an annual Breakfast, Luncheon, or Reception event for the Mayor.

   B. Maintain an up-to-date website with pertinent community information with links to **CITY's** website.

   C. Promote the City activities, events, and initiatives via all of the Chamber's Social Media Network(s).

   D. Participate in community business expo event(s).

4. **Community Activities**

   A. Work with **CITY** in co-sponsoring agreed-upon community activities and be responsible for publicizing **CITY** and/or **CHAMBER-sponsored** activities.

      i. Promote **CITY** events by providing a link on the **CHAMBER** website to the **CITY** website.

B. Showcase **CITY** dignitaries, employees, and Young citizens at **CHAMBER** events.

i. Annual Golf Tournament

a. Provide **CITY** with up to three (3) complimentary golf foursomes.

b. Recognize **CITY** as a co-partner in event promotion. It is understood that said co-partnership does not constitute any additional commitment of funds from **CITY** beyond those in Section 3.1 of this Agreement.

c. Provide a gift card for up to $250 to be given as a prize by the City during the Tournament.

ii. Annual Installation Event

a. Invite the Mayor to preside over the swearing-in ceremony for the Board of Directors.

b. Invite City Council to participate in ceremonial roles.

c. Recognize **CITY** as a co-partner in event promotion. It is understood that said co-partnership does not constitute any additional commitment of funds from **CITY** beyond those in Section 3.1 of this Agreement.

d. Provide **CITY** with up to two (2) complimentary tables.

5. City Representation at Chamber Functions

Provide **CITY** with 24 complimentary seats during the term of this Agreement at events, breakfasts, or mixers.

Provide **CITY** with one (2) complimentary tables at Chamber luncheons throughout each year of this Agreement.

6. Education Programs

At **CHAMBER's** discretion, **CHAMBER** may disseminate information to the business community of pending Federal, State, and City legislative actions that may impact the community, its citizens, and businesses.

7. Quarterly Report

Present a written and verbal report to the **CITY** quarterly, at a City Council meeting, summarizing the current activities in compliance with the requirements of this Agreement.

8. Strategic Business Plan

Submit a Strategic Business Plan to the City Council annually by the last business day of March for review and comment.

9. Funding Process

On April 1 of each year during the term of this Agreement, **CHAMBER** shall submit a recap of **CHAMBER** activities conducted during the previous fiscal year. The funding required shall be considered by the City Council in its annual budget development process.

10. Audit

At all times during the term of this Agreement, **CHAMBER** shall permit a designated **CITY** representative to examine the financial records of **CHAMBER** and make such records available for examination during normal business hours.

11. City Assistance

In order to carry out some programs and activities called for in this Agreement, it may be necessary for the **CITY** to provide assistance to **CHAMBER**. Such activities may include E-Waste Collection and Fall Forum. Upon completion of established application procedures (or in written form if no application procedure exists), availability and approval by **CITY**, **CITY**, as its sole discretion, may provide **CHAMBER** with facilities, personnel and other assistance **CITY** deems fit. It is understood there will be no charge to **CHAMBER** for this assistance.

May 20, 2024

Mayor Albert Ambriz and Councilmembers
C/O - Julian Miranda, City Manager
City of Irwindale

Dear honorable Mayor Ambriz and Council Members,

As the new CEO and President of the Irwindale Chamber of Commerce, I look back at the City's support this calendar year since I joined the Chamber with great pleasure and much appreciation. To continue our strong partnership, I am hereby submitting our annual proposal for funding to the City of Irwindale for Fiscal Year 2024-5 in the amount of $66,000, with the detail of the proposed activities and amount presented in the attached Business Plan and chart below.

The funds requested are for items and activities that are directly to community / economic development functions that are planned and / or supported by the Chamber of Commerce, and those that the City regularly participate in as prestigious Platinum sponsor at a discounted rate. There are six new or increased activities that we can discuss further in case staff availability or cost may pose a challenge. From the Chamber's side, we are restructuring our staff team to save on labor cost and increase work efficiency. Meanwhile, we will continue operating in the small office under hybrid mode until additional funds can be obtained from increased activities and membership.

In addition to the list of activities and events, I would like to further tighten the collaboration between the City and the Chamber moving forward, as I see how other cities/chambers prosper and are strengthened by having a strong chamber-city tie. On behalf of the chamber board of directors, I am honored to share that we would like to reserve 1 seat on the board of directors for city staff or public official, starting January 2025 when we vote in the new board team. I personally believe that this will help bridge the communication between the two agencies when we strategize, plan, and assist the local business community. Even though we are separate entities, we work as one cohesive unit, having the same economic goals and objectives, as we both wear the name Irwindale proudly.

I look forward to continuing to support the City of Irwindale through its Chamber of Commerce in the upcoming year. Please let me know if you have any questions or suggestions in the below and the attached. I have also taken initiative to add in highlights the suggested modifications in the draft City contract shared in April of this year.

Kindest regards,

Lily Phan

CEO/President, Irwindale Chamber of Commerce

20% labor cost, and platinum sponsorship values) for the following events:

Activities current / proposed	Current 2023-4 Funds $	Proposed 2024-5 Funds
- Job fair planning and coordination	$6,000	$6,000
- Legislative luncheon platinum sponsorship/table (3 per year)	$4,000	$6,000
- Board installation/award platinum sponsorship	$1,277	$3,000
- Holiday luncheon platinum sponsorship	$1,500	$3,000
- Mayor's reception coordination & platinum sponsorship	$2,500	$3,500
- First Responders appreciation platinum sponsorship	$1,500	$2,000
- Social media support	$2,000 (news blasts only)	$5,000 (+6 e-newsletters/yr.)
- Golf tournament platinum sponsorship	$6,000 (three 4-somes/gift card)	$6,500 (four 4-somes/gift card
- IEF admin and board support	$2,000 (no CEO involvement)	$9,000 (with CEO)
- Joint business visits/preparation/post-evaluation (Com/ED)	0	$9,000 (new – 9 per yr.)
- Business workshops	0 (3 per year)	$2,215 (5 per year)
- Business mixers	0 (3 per year)	$2,214 (5 per year)
- Ribbon cutting coordination with City ED Unit	0	$1,500 (new)
Subtotal	$26,777	$58,929
12% admin cost	$3,213	$7,071
Total	**$30,000**	**$66,000**

IRWINDALE CHAMBER OF COMMERCE

BUSINESS PLAN

Fiscal Year 2024/25

Vision:
To be the premier chamber of commerce, leading the way for others.

Mission:
It is the mission of the Irwindale Chamber of Commerce to build solid relationships and provide quality services which support chamber members and businesses, in order to promote the economic vitality of the community.

Catalyst for Business Growth and a Strong Local Economy
Convener of Leaders and Influencers
Champion for a Strong Community

Irwindale Chamber of Commerce

2024/25 Business Plan

The Irwindale Chamber of Commerce is committed to continue its mission to build relationships and provide quality services which support chamber members and the business community which will promote the economic vitality of our community and region. To that end, the Chamber will pursue its Business Plan as outlined.

The Chamber's program of action and business plan incorporates 3 main initiatives:

- To be a catalyst for business growth
- To be a convener of leaders and influencers
- To be a champion for a strong community

1) The Irwindale Chamber of Commerce is a Catalyst for Business Growth and a Strong Local Economy

The Chamber will continue and expand efforts to improve and enhance the Irwindale business climate through business promotion and marketing; relevant and effective networking opportunities; and effective and collaborative business alliances with business, government, and non-profit agencies.

A. Networking Breakfast

Collaborate with the City of Azusa Chamber of Commerce and the Baldwin Park Business Alliance to implement bi-monthly networking breakfasts which provide an opportunity where business owners and representatives connect with each other, promote their business through a 30-second commercial ("elevator speech"), highlight business achievements and gain important information about the local business environment. The popular networking breakfast offers members the opportunity to network, generate leads, develop camaraderie with other businesses, and in turn develop relationships. People prefer to do business with people they know, these events help stimulate business among Chamber members of the 3 cities. This partnership aims to triple the attendance. (After the COVID period, GMIs have decreased to a fraction of the previous years (25-35%)) and additionally contribute to cost sharing of labor and increase the marketing and promotion venues.

The breakfasts will continue to be held in different locations as a way for more of our restaurant and catering members to gain exposure, and to highlight certain member businesses that wish to host the event at their business location. (This is planned to take place bi-monthly, during the month without workshops/training.) *Locations will be between the 3 collaborating cities of Irwindale, Azusa, and Baldwin Park*.

B. Membership Luncheons

Several Membership Networking luncheons will be presented each year providing an additional opportunity for business owners and representatives to connect with each other, promote their business through self-introductions and hear speakers discuss topics that will help them succeed.

Luncheons held during the year will include:

- **Legislative Leadership Luncheons –** With the quickly changing economy after the COVID period, the business community is facing additionally challenges while still recovering from effects of the extended lock down. As such, it is important the Chamber redouble its efforts in advocating on behalf of our members. We will continue the Legislative Leadership Luncheon on a quarterly basis to allow for the business community at large to engage closely with legislators to remain informed on and have a voice in the forming of relevant policies. The luncheon events will feature a key public official from either the State, Federal or County level that updates attendees on key issues of the day, followed by a Q&A session.

- **Holiday Luncheon and Milestone Member Celebration** (**December**) – This end-of-the-year event offers members a festive networking opportunity during a holiday-themed luncheon. The Chamber also uses this occasion to recognize membership longevity. Members celebrating a milestone anniversary with the Chamber (recognized in five-year increments) will be featured and given a plaque.

- **Honoring First Responders Appreciation -** The Chamber will continue to celebrate the tireless work of our community's First Responders during the Fall season. This year, we will be putting together special appreciation luncheon for our Irwindale Police, Fire, Sherriff, and Paramedic stations.

C. "Good News" about Irwindale Business

Through social media and e-newsletters and e-blasts, the Chamber provides news about member businesses that highlight positive accomplishments and new products and/or services. Monthly e-newsletters share important content from federal, state, and local agencies and various news sites that impact business. E-blast features special news, deals and promotions by/for member businesses and Chamber events and resources for Chamber members. E-blast are sent out weekly or as needed for event reminders to a list of 1800 recipients.

D. Business and Member Directory

The Chamber website provides an online business directory featuring all its members. Members are provided two business listings on the website, a page of their website and a free hotlink to their full company website.

E. Ribbon Cuttings/Grand Openings

The Chamber, in collaboration with the City's Economic Development Department, offers ribbon cuttings/grand opening events for new businesses and existing business that have recently completed an expansion, relocation, or remodel.

F. Membership/Customer Sustainability

Continue to grow membership and retain members and customers through relevant programming,

service and product mix that provides relevant benefit and value.

- **Cornerstone Club Membership**
  Identify and recruit key businesses in the Irwindale and surrounding region for the elite Cornerstone Club membership level. Members of the Cornerstone Club go above and beyond in providing both financial and human resources to Chamber programs.

- **CEO Visits**
  The Chamber CEO will conduct member visits monthly to learn more about their needs and how to better support the operation.

- **Business Ambassadors**
  This committee markets the value of the Chamber, participates at all Chamber events as "greeters" and "connectors." Ambassadors also provide background support in event planning.

  - **Business Ambassador Walks/Outreach**
    The Business Ambassadors provide outreach to members. Member businesses are contacted 2 months prior to expiration to solicit renewal and help resolve any outstanding challenges. The Ambassadors also coordinate with the CEO on member visitation.

- **Member Orientation**
  The Chamber conducts monthly orientations for new members explaining benefits and opportunities for them to get involved and gain the most value from their membership.

- **Certificate of Origin**
  The Chamber of Commerce provides exporters Certificates of Origin service, upon request.

G. Support Business Education and Excellence

The Chamber will continue and grow programming to assist in the expansion and success of existing businesses through training, education, information and resources.

- **In-Person and/or On-line Training and Workshops**
  The Chamber commits to providing 5 trainings per year, in collaboration with the Azusa Chamber and the Baldwin Park Business Alliance. Annual topics to be conducted include Mandatory Sexual Harassment and Labor Law Update, while other topics will be discussed jointly with the 2 collaborating entities.

- **Alliances and Partnerships**
  The Chamber partners with the Small Business Development Center, SCORE, the San Gabriel Valley Economic Partnership, local chambers, the city of Irwindale, the CalChamber, local educational institutions and other organizations for the purpose of providing resources, information and assistance to local businesses.

- **E-Waste Event –** The Chamber will continue to sponsor three (3) E-Waste recycling events during the year (while the City of Irwindale will sponsor 1 event).

- **Chamber Publications and other Communications**

- The Chamber will produce bi-monthly e-newsletter with resource articles and information of benefit to local businesses. The publication is sent electronically to an audience of 1800 email recipients. The Spotlight Article features new members with a short article. keep recipients informed about member news, events and special deals, about news impacting business and the economy, about Irwindale Chamber events and meetings.

- The Chamber utilizes social media (Facebook, Twitter, Instagram, LinkedIn) to regularly promote Irwindale, the Chamber, Chamber members and other business relevant news.

- The Chamber website will be updated bi-annually (2x/yr.) to provide the best vehicle to obtain information about the Chamber, the business and the greater Irwindale community.

➢ **Recognition for Excellence**

Each year the Chamber recognizes business excellence in the following ways:

- **Business of the Month** – Each month one business is recognized for their contributions to the economy and to the community. The business is highlighted in the Chamber's e-newsletter, website, and at the monthly City Council meetings.

- **Board of Directors Installation & Annual Awards Ceremony**
  The Chamber's Board Installation and Annual Awards ceremony is held in February. The event features the installation of the incoming board of directors, awards honoring:

  - Small Business of the Year,
  - Employee of the Year,
  - Non-profit of the Year,
  - *The Sarah Parker* Business Ambassador of the Year,
  - *The Joe DiShanni* Business of the Year Award
  - The Spirit of the Chamber

****

2) The Irwindale Chamber of Commerce is a Convener of Leaders and Influencers

A. Business Advocacy

The Chamber will continue and enhance efforts to be a strong legislative advocate for the business community by having effective relationships and ongoing communications with local, state and federal elected officials.

➢ **Legislative Affairs**
The Chamber will track key state and federal legislation that impacts business and the economy. Where appropriate and meets the policy platform of the Chamber, it will take positions on selected pieces of legislation. The Chamber will be relaunching its Legislative Affairs Committee to help undertake these efforts.

➢ **San Gabriel Valley Legislative Coalition**

The Chamber will continue as a participant with this group of San Gabriel Valley area local chambers in reviewing legislation that affects the regional business community and economy.

- **Legislative Leadership Luncheons (3 times a year)**
  Held quarterly, the Irwindale Chamber highlights an elected official (or panel of) or a public policy official (county/state/federal) that updates attendees on key issues of the day.

- **Legislative Briefings and Events**
  The Chamber CEO and selected board members will represent the Irwindale Chamber at the various legislative briefings and events for the purpose of receiving information that may be helpful to the membership.

- **Inform/Alert Membership**
  The Chamber communicates through all media, key legislative information, action alerts and resources to the membership.

- **Irwindale City Council and Key Irwindale Staff Outreach**
  The Chamber will cooperate closely with the Irwindale City Council and key community/economic development staff in joint efforts to provide a business-friendly environment. The Chamber will maintain open communications with the city and share ideas and key concerns facing the business community. It will work with the city to address and alleviate problems and concerns.

B. Economic Development/Workforce Development
Partner with the City of Irwindale in its efforts to promote the city as a positive place to locate and/or expand a business.

- **Community Picnic/Local Hire Job Fair -** This will be the third year this event will be held in partnership with the City of Irwindale. The aim is to connect residents and local job searchers with Irwindale-based businesses. Residents will be treated to a picnic lunch while offered the opportunity to meet with representatives from Chamber Member business that are looking for local hires. Businesses will have the opportunity to set up an informational booth where they can provide prospective candidates with information on current job openings.

- **Business Expo & Taste of Irwindale events –** The Chamber proposes to partner with the city on this year's Business Expo and Taste of Irwindale events, to be held this summer as part of the city's Concert in the Park.

- **Irwindale Chamber Economic Development Program and On-line Community Welcome Center**
  To promote our entire business community, the Irwindale Chamber of Commerce offers an Economic Development Program and On-line Community Welcome Center as part of our website. This platform will help our community and our member businesses improve their ability to advertise and promote their businesses. This platform will provide Irwindale visitors and residents a focused search experience, void of essentially all outside advertising, and will include ALL BUSINESSES, not just the members of the Chamber so it will help promote our 'buy local' initiatives. The site will be branded as the Official Irwindale Community Search Engine.

    - Industry forums: The Chamber will work with new member, Dream Style/Reborn, on putting on a Manufacturing Day to expose high school and technical school students to the

many functions and career options in the industry.

- **Website Links**
  The Chamber maintains a page on their website highlighting the city and providing links to key city departments.

- **Economic Profile**
  The Chamber and the City will partner to ensure that a current Economic Profile is available online on both the Chamber and City's website. In addition, the Chamber will work with the city in their efforts to produce an updated marketing piece for the city.

- **Marketing the Good News**
  The Chamber continues to provide positive stories about Irwindale and highlight its positive attributes which lend themselves to a business wanting to locate and/or expand their facility in Irwindale.

****

3) The Irwindale Chamber is a Champion for a Strong Community

The Irwindale Chamber continues to support a strong local community and quality of life for Irwindale's residents through Chamber involvement and promotion of positive Irwindale community events and news.

A. Irwindale Education Fund (IEF)
The Chamber continues to participate with the IEF by inviting the business community to be active and generous participants of the IEF. The Chamber also manages the IEF website.

B. The Non-Profit Alliance/Spirit of Giving Campaign
The Chamber provides promotional opportunities and events for several local Not for Profit Organizations annually. The Chamber formed a committee called the Non-Profit Alliance in 2015, comprised of over 22 non-profit members who are interested in developing a platform to provide a more cohesive message to the general business community. The Chamber supports this objective through the Alliance. The Spirit of Giving Campaign is designed to provide additional exposure for all nonprofit charities and to actively encourage member businesses to contribute to these various causes and efforts that have a positive effect on our regional community.

C. Partnering with Irwindale Events
The Chamber will continue to partner with the city on projects and events that benefit the City's business and residential community. The Irwindale Chamber will continue to actively market and promote city related events and activities on its website and newsletter.

GOVERNANCE AND SUSTAINABILITY

The Irwindale Chamber of Commerce is governed by a 17-member board of directors from member companies, representing both large and small businesses. The membership includes businesses from inside and outside Irwindale city limits.

Staffing:
The Chamber staffing structure is currently composed to 2 full time staff and 1 half time staff. Full time positions include 1 Chief Executive Officer and 1 Membership & Events Manager. Half time positions include a 20-hour per week Communications Coordinator/Staff Assistant and half time Member Administration and Events Sponsorship contractor. The chamber outsources its IT and HR support functions.

For the upcoming fiscal year 2024/5, the following changes are proposed:

- CEO/President (same functions) – Salaried.
- Membership administration; Event Sponsorship) – hourly PT contractor.
- Communications Coordinator/Staff assistant – hourly at 25 hours per week.

Facility:
The Chamber currently leases space at 5155 Irwindale Ave, Irwindale from Absolute Security International. The space accommodates only 1 person. The Chamber is looking to expand upon budget increase in the future.

Equipment:
To decrease monthly cost and upgrade our antiquated system, the Chamber shifted from leasing its electronic equipment to purchasing up front. The office transitioned from PC/Android based to Mac based systems for both computer and phone equipment.

Enhance Chamber Resources and Financial Sustainability:
The Chamber will strive to provide adequate resources to meet the needs of the organization and its services to members. The Chamber Board seeks to align its goals and budget to advance the mission of the Chamber. The Chamber reviews its membership investment schedule and other revenue streams as well as its expenses regularly to ensure that the organization is maintaining financial growth and stability to achieve its mission. The Irwindale Chamber receives funding from several sources:

- **Membership Dues Investment** – Businesses pay an annual membership investment which is based on a modified tiered schedule. Members include businesses from inside and outside the city of Irwindale. Recruitment and retention of members is a primary objective of the Chamber.

- **Contract with the City of Irwindale** – The Irwindale Chamber and city of Irwindale maintain an annual contract which is based on fees for services rendered on behalf of the city and community. Currently the contract provides $30,000 annually to the Chamber. The Chamber proposes for the upcoming fiscal year to increase this amount to $66,000 to contribute to staff and professional events planning fee.

- **Products and services:**
  - Certificates of Origin
  - Advertising opportunities in the monthly newsletter, website, and telephone, software subscription

- **Sponsorships** – The Irwindale Chamber receives sponsorship revenue for its events from various businesses.

- **E-Waste Recycling** – The Irwindale Chamber gets a commission for recycled material collected on its annual E-Waste Recycling Day. The Chamber proposes to increase this to 3 times per year, on a quarterly basis, and donate one event's income to the IEF.

- **Special Fundraising Events** –

  - **Designer Handbag Bingo –** This event is planned for September 2024
  - **Holiday Luncheon & Milestone Member Celebration –** planned for December 2024
  - **Board Installation & Annual Awards Ceremony –** planned for February 2025
  - **Annual Golf Tournament –** This event is planned for May 13, 2025.
  - **Community Picnic/Local Hire Job Fair** – This event is planned for June 25, 2025

****

Irwindale Chamber of Commerce
(626) 960-6606

www.irwindalechamber.org
info@irwindalechamber.org

Staff

Lily Phan, President & CEO
Ashley Bendanillo, Communications Coordinator/Staff Assistant
Liz Soto, PT Contractor – Member Administration and Event Sponsorship Specialist

Item #21.B.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Appointment of a Planning Commissioner to Fill an Unscheduled Vacancy for a term expiring December 31, 2025

City Manager's Recommendation:

Adopt Resolution No. 2024-39-3516 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RESCINDING RESOLUTION NO. 2024-30-3507 AND APPOINTING A MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE TO FILL AN UNSCHEDULED VACANCY" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura M. Nieto, Chief Deputy City Clerk

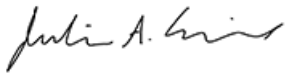
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On Wednesday, March 6, 2024, the City of Irwindale learned of the untimely passing of Planning Commissioner David "Chico" Fuentes, which subsequently created an unscheduled vacancy on the Planning Commission for the remainder of former Chair Fuentes' term, which expires on December 31, 2025.

California Government Code 54974 (a) states, “Whenever an unscheduled vacancy occurs in any board, commission, or committee for which the legislative body has the appointing power, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the clerk of the local agency, on either the local agency’s Internet Website or at the library designated pursuant to Section 54973, and in other places as directed by the legislative body, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final appointment to the board, commission, or committee shall not be made by the legislative body for at least 10 working days after the posting of the notice in the clerk’s office.”

On Tuesday, March 26, 2024, the City Clerk's office posted a Notice of Unscheduled Vacancy for the Planning Commission at City Hall, the Irwindale Library, and Post Office, and sent a Citywide mailer to all residents advertising the vacancy. The deadline for submission of applications was Wednesday, April 17, 2024, at 6:00 p.m.

At the meeting of May 22, 2024, the City Council appointed applicant Teresa Ortiz to fill the unscheduled vacancy by on the Planning Commission by adopting Resolution No. 2024-30-3507. On Tuesday, May 28, 2024, Ms. Ortiz advised the City Manager that she was declining the appointment. At the special meeting of the City Council held on May 29, 2024, staff was directed to bring forward the previous applications submitted for consideration of appointment.

The Irwindale Municipal Code (IMC) Section 2.32.020 (E) states, "*Vacancies to the commission shall be filled by the council in the same manner as new appointments are made, except that such an appointee shall serve only for the unexpired term of the person whose seat he/she has been appointed to*." The following individuals timely submitted applications for consideration of appointment to the vacancy on the Planning Commission:

Melissa Carlson
Marguerite Lopez-Sapien
Joseph Tapia
Nathan Romero
Dominique A. Reyes
Casey J. Miranda

IMC Section 2.32.020 (A) provides the process by which an appointment is made to the Planning Commission, by the City Council. The first nomination to fill a vacancy shall be made by the mayor. If the first nominee fails to receive three affirmative votes of the city council, subsequent nominations may be made by any member of the city council, excluding the mayor. In the event no nominee receives three affirmative votes, after all members of the city council have made a nomination, the mayor may then make another nomination, followed by all members of the city council. Nominations shall continue to be made in such order (mayor first, remaining councilmembers next) until a nominee is approved by three affirmative votes. The first nominee to be approved by not less than three members of the city council evidenced by a resolution duly introduced and passed by not less than three affirmative votes thereon shall be appointed to the commission.

It would now be appropriate for the City Council to consider the applications included with this staff report and make an appointment to fill the unscheduled vacancy on the Planning Commission for a term expiring December 31, 2025, or provide other direction to staff.

Fiscal Impact:

There is no fiscal impact associated with this action. The stipend paid to Commissioners has previously been budgeted.

Attachments:

1. Proposed Resolution - Unscheduled PC Vacancy
2. PC Applications - Unscheduled Vacancy

RESOLUTION NO. 2024-39-3516

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RESCINDING RESOLUTION NO. 2024-30-3507 AND APPOINTING A MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE TO FILL AN UNSCHEDULED VACANCY

WHEREAS, on March 6, 2024, the City of Irwindale learned of the untimely passing of Planning Commissioner David "Chico" Fuentes, subsequently creating an unscheduled vacancy on the Planning Commission; and

WHEREAS, on March 26, 2024 the City Clerk's office posted a Notice of Unscheduled Vacancy at City Hall, the Irwindale Library, and Post Office, and mailed a citywide notice to all residents; and

WHEREAS, at the City Council meeting of May 22, 2024, the City Council adopted Resolution No. 2024-30-3507, appointing Teresa Ortiz to the unscheduled vacancy on the Planning Commission; and

WHEREAS, on May 28, 2024, Ms. Ortiz advised that she was declining the appointment to the Planning Commission; and

WHEREAS, at the special meeting of May 29, 2024, the City Council directed staff to bring forward the previously submitted applications for consideration of appointment.

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

SECTION 1. The City Council hereby rescinds Resolution No. 2024-30-3507 in its entirety.

SECTION 2. Pursuant to Irwindale Municipal Code Section 2.32.020, the following person is appointed to the Planning Commission of the City of Irwindale, to fill an unscheduled vacancy with a term expiring December 31, 2025.

_____

SECTION 3. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed member.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2024.

_____
Albert F. Ambriz, 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. 2024-39-3516 was adopted at a regular meeting of the Irwindale City Council held on the ____ day of _____2024, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

RECEIVED

APR 12 2024

CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commission
(print or type name of one Board or Commission)

Name: Melissa Carlson

Address: [redacted] Irwindale, Ca 91706

Occupation: Accounts Receivable Manager

Employer: Living Spaces Furniture

Address: 14501 Artesia Blvd. La Mirada, Ca 90638

Home Phone: [redacted] Business Phone: [redacted]

Years in Irwindale: 3 years Registered Voter? yes

Educational background / degree: BA Political Studies from Pitzer College

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) My reason for wanting to serve on the Planning Commission is to take a role in ensuring the future of the community. My family has chosen to stay and raise our future family in this community and I feel this is a way to take an active role in this.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I feel that I am a good candidate for the commission because I am open to differing opinions and observant of what is needed or wanted by the community. I have a background in community activism in college (UFWSO) and helped create the DEI council at my current employer.

Have you applied for a City Board or Commission before? Yes X No

If so, which one? Planning Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Member of the United Farm Workers Student Orgnization in college, participated in protest, marches. Inaugural member of Diversity, Equity & Inclusion Council at my current employer & was a member for 2 1/2 years. Want to put my degree to use.

CERTIFICATION

By initialing below, I certify:

MC I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Melissa Carlson Date: 4/12/24

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Melissa Carlson

[redacted]
Irwindale, CA 91706
626-322-7397
[redacted]

PROFILE

I performed multiple functions within Accounts Payable, Accounts Receivable and General Ledger Accounting in a retail environment. Within the Accounts Receivable department, I have worked my way up from Accounts Receivable clerk to Accounts Receivable supervisor. I am willing to continue to learn new tasks to help make my work more efficient.

EXPERIENCE

Accounts Receivable Manager, Living Spaces Furniture; La Mirada, CA 06/2023-present

Manage a team of 4 individual, approve timecards, overtime, hold weekly meetings, reconcile multiple accounts at month end, analyze the accounts, create and post journal entries, participate in the yearly audit, review and prepare monthly chargeoff analysis

Senior Staff Accountant, Living Spaces Furniture; La Mirada, CA 2022-06/2023

Process payroll journals, 401k uploads and workers comp, reconcile the payroll accounts, train new staff on sales tax process and property tax, continue to work on the Fixed Asset accounts, reconcile multiple GL accounts, participate in annual year end audit

Staff Accountant, Living Spaces Furniture; La Mirada, CA 2018-2022

Run sales tax reports, edit the report and work with EY in order to process the data to file the sales tax returns in multiple states, manage payments of the sales tax returns, create and post Fixed Assets, manage Roll Forward, file property tax annually, reconcile multiple GL accounts, participate in the annual year end audit, sales tax audit and property tax audits as needed.

Accounts Receivable Supervisor, Living Spaces Furniture; La Mirada, CA 2014-2018

Review of AR clerks postings, research checks returned due to insufficient funds, create and post general journal entries, prepare weekly excel reports detailing bank debits for reporting purposes, review and reply to all customer disputes, prepare monthly write offs, review and follow-up with stores regarding AR aging, reconcile bank account and multiple other accounts, assist with the annual audit, process and review customer refund checks, monitor front end compliance with cash balancing procedures, supervise and support AR clerks, participate in interviewing and hiring process within department and participate in system upgrade and implementation.

Senior Accounts Receivable, Living Spaces Furniture; La Mirada, CA 2012-2014
Reconcile and post daily cash deposits, review and post miscellaneous deposits, review and post petty cash vouchers, post change order journals, record daily transfer between operating account and payroll account, prepare weekly excel reports detailing bank debits for reporting purposes, train AR clerk, reconcile bank account and multiple other accounts, assist with audit, review and process customer refund checks, and participate in testing and development of system conversion.

Accounts Receivable Clerk, Living Spaces Furniture; La Mirada, CA 2009-2012
Post cash daily for all credit card deposits, reconcile and post cash deposits, record miscellaneous deposits, post journal entries for petty cash, change orders and multiple bank debits, research and document all disputes and chargebacks, record daily transfer between operating account and payroll account, reconcile bank account and multiple other accounts, review AR aging reports, physically count cash and audit vaults at all stores, assist with annual audit, review and process customer refund checks, and assist with document retrieval requests.

Accounts Payable Clerk, Living Spaces Furniture; La Mirada, CA 2007-2009
Review vendor invoices for accuracy, retrieve approvals for invoices, code all vouchers to the correct GL, communicate with multiple vendors, process check run, reconcile Accounts Payable activity to GL balance, review and process employee expense vouchers, calculate and code expense accruals at month end, and assist with annual audit.

Multiple Positions, Living Spaces Furniture; La Mirada, CA 2004-2007
Cashier - process customer orders and accurately input customer information, take payment for customer orders, work with warehouse to set up deliveries, file daily paperwork, answer phones and fill in at other positions when help was needed.

Financing - Process customer credit applications, validate customer identification, file daily paperwork, communicate with third-party finance to complete applications and maintain daily log

Front End Lead - Ensure training of all cashiers, maintain accuracy of cash tills and vault, prepare daily deposit, update cashier error logs, order supplies for front end and maintain cashier schedules and lunch breaks.

EDUCATION
Pitzer College, Claremont, CA— Bachelor of Arts in Political Studies, 2004

SKILLS
excel - can perform v-lookups and create pivot tables, word, outlook, power point, Microsoft Dynamics AX2009 and AX2012

Member of the Diversity Council

RECEIVED

APR 17 2024

CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commission
(print or type name of one Board or Commission)

Name: Marguerite Lopez-Sapien

Address: [redacted]

Occupation: Patient Financial Services

Employer: USC Arcadia Hospital

Address: 300 W. Huntington Drive Arcadia CA

Home Phone: [redacted] Business Phone: [redacted]

Years in Irwindale: 50+ Registered Voter? YES

Educational background / degree: available upon request

Licenses or Special Certificates: available upon request

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Irwindale Sister City (ways + means) presently serving - Irwindale Park + Rec. Commissioner served 4 Terms 2010-2022

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I would like to contribute to the future vision and direction of my community. I want to make a difference in my city by getting the right things in the right places.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I am a lifelong resident with firsthand experience and seem to have a leg up when it comes to making informed decisions about planning and zoning matters. I will diligently study the proposed developments that may have an impact on the citys growth and enviorment.

Have you applied for a City Board or Commission before? Yes X No ____

If so, which one? PARK & RECreation Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I have over a decade of Park + Recreation experience to bring to this Planning Board. I believe I will make a well-rounded and prime candidate, to serve this Planning Commission as an advisor to elected officials on land-use issues.

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Marguerite S. Lopez Espino Date: 04-17-2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

RECEIVED
APR 17 2024
CITY OF IRWINDALE
3:47pm
SF

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning commission
(print or type name of one Board or Commission)

Name: Joseph Tapia

Address: [redacted]

Occupation: Cashier

Employer: MC, Donald's

Address: 5203 Irwindale Ave, Irwindale, ca 91706

Home Phone: [redacted] Business Phone: [redacted]

Years in Irwindale: 46 Registered Voter? yes

Educational background / degree: A.A. computer Science in art

Licenses or Special Certificates: N/A

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) To serve my community of Irwindale

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) Ive be live in Irwindale all my life and my family, Extended family live in Irwindale. I think I can be very helpful, Thank you.

Have you applied for a City Board or Commission before? (Yes) yes No ____

If so, which one? Planning and Recreation Comision of Irwindale

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I have a great interest in advancing and improving the city of Irwindale and its community and residence.

CERTIFICATION

By initialing below, I certify:

J.T. I am a registered voter in the City of Irwindale
N/A I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 04/17/24

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

RECEIVED
APR 17 2024
CITY OF IRWINDALE
3:48pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commisson
(print or type name of one Board or Commission)

Name: Nathan Romero

Address: [redacted]

Occupation: Sales - Category Analyst Manager

Employer: Dreyers Grand Ice Cream

Address: 590 Ygnacio Valley Rd. Sf. 300, Walnut Creek

Home Phone: [redacted] Business Phone: ( )

Years in Irwindale: 38 Registered Voter? NO

Educational background / degree: Bachelor of Busness Administration

Licenses or Special Certificates: Marketing / Product & Brand Mang it

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Irwindale Community Foundation

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) See attached form

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) See attached form

Have you applied for a City Board or Commission before? Yes X No ___
If so, which one? Irwindale Community Foundation

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: See Attached

CERTIFICATION

By initialing below, I certify:

____ I am a registered voter in the City of Irwindale
__X__ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: 4/16/24

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

What are your reasons for wanting to server on the Board or Commission?

As a long-term Irwindale resident, I have seen the city of Irwindale grow in its infrastructure, business development, housing, community, and I would like to contribute to its continued growth by serving on the Planning Commission. I am encouraged by all the growth taking place in the city of Irwindale and I would like to continue serving my community by providing business insight and future planning for generations to come and the future vision of Irwindale.

Why do you feel that you would make a good Board Member or Commissioner?

As long-term Irwindale resident I care about my city and its future growth and its progression. I feel that my long-term work experience, for the largest ice cream company in the US, has provided me with knowledge, business experiences, business exposure and networking. Networking will help with bringing responsible business to the community while maintaining a focus on residents needs and health. This experience will help and guide me with my contributions to the Planning Commission.

For the past 18 years I have been employed by Dreyers Grand Ice Cream & Nestle, where I have learned business functions and responsibilities as a Category Management Analyst. I attended Cal Poly Pomona where I received a Bachelor of Business Administration Degree, focussed on (Marketing & Brand Management).

Have you applied for a City Board or Commission before?

Yes - I have been part of the Irwindale Community Foundation since March 2023, till present day.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government.

- Bilingual (English & Spanish),
- Bachelor of Business Administration Degree
- Networking
- Community Service
- Volunteer work _ Food Banks
- Irwindale Community Foundation

RECEIVED
APR 17 2024
CITY OF IRWINDALE
5:43pm

RECEIVED
SEP 05 2023
CITY OF IRWINDALE
OFFICE OF THE MAYOR
5:4

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commission
(print or type name of one Board or Commission)

Name: Dominique A. Reeyes

Address: [redacted] Irwindale ca 91706

Occupation: Subcontracts Manager

Employer: JPL NASA

Address: 4800 Oak Grove Dr. Pasadena ca 91011

Home Phone: [redacted] Business Phone: [redacted]

Years in Irwindale: 25+ Registered Voter? Yes

Educational background / degree: Bachelor Degree Arizona State University

Licenses or Special Certificates: N/A Masters in progress at Azusa Pacific University

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) See attached

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) See attached

Have you applied for a City Board or Commission before? Yes ____ No X

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: See attached

CERTIFICATION

By initialing below, I certify:

DR I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: 04.17.24

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

What are your reasons for wanting to serve on the Board or Commission?

I am driven by a strong desire to give back to our community through public service. Having grown up in this town and benefited from its resources and opportunities, I feel a sense of duty to contribute my time and skills to its continued success. Serving on the planning commission would allow me to actively engage in decision-making processes that directly impact the lives of residents, businesses, and future generations, fulfilling my commitment to civic duty and community betterment.

Why do you feel that you would make a good Board Member or Commissioner?

I bring to the table a combination of analytical prowess, collaborative spirit, attention to detail, and effective communication skills that I believe make me well-suited for a role on the planning commission. With a background in contracts management, I have honed my ability to analyze complex data and evaluate various perspectives to make informed decisions. I thrive in collaborative environments, working closely with diverse stakeholders to find common ground and develop innovative solutions to challenges. My meticulous attention to detail ensures thorough assessments of planning proposals and policies, safeguarding our community's interests. Moreover, my strong communication and advocacy skills enable me to engage residents, convey complex ideas clearly, and advocate for decisions that promote the long-term well-being of our hometown.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government:

As a Subcontracts Manager at Jet Propulsion Laboratory, I am accustomed to navigating highly technical landscapes and procuring intricate components for complex space missions. This role has honed my analytical and critical thinking skills, allowing me to evaluate intricate technical specifications and negotiate agreements that meet the rigorous standards of our missions. Moreover, my experience volunteering with youth in Los Angeles has cultivated my collaborative approach, fostering open dialogue and teamwork to address community needs. I bring this collaborative spirit to the planning commission, where I seek to engage with fellow commissioners and residents to shape inclusive and sustainable policies for our hometown. Additionally, my pursuit of a bachelor's degree and ongoing studies toward a master's degree demonstrate my commitment to continuous learning and academic rigor, equipping me with the knowledge and skills to tackle the multifaceted challenges of community planning with attention to detail and thoroughness. With strong communication and advocacy skills, I am dedicated to transparently conveying complex ideas and advocating for decisions that serve the best interests of our community.

DOMINIQUE REYES

Irwindale, CA
[redacted]

PROFESSIONAL SUMMARY

Dedicated Contracts Manager with a passion for community service and a track record of success in managing contracts and procurement processes. Experienced in negotiating and administering contracts to achieve optimal outcomes while ensuring compliance with regulatory requirements. Committed to leveraging my skills and expertise to support community initiatives and contribute to the betterment of local neighborhoods and organizations

EDUCATION AND CREDENTIALS

Bachelor of Criminology and Criminal Justice, 2020

Arizona State University, Tempe, AZ
Magna Cum Laude, GPA: 3.74
Criminal Justice Honor Society 2019
National Society of Collegiate Scholars 2020
Honor Society 2020

Master in Business Administration, Current

Azusa Pacific University, Azusa, CA

PROFESSIONAL EXPERIENCE

JPL NASA, PASADENA, JUNE 2023 TO CURRENT

SUBCONTRACTS MANAGER

- Managed end-to-end subcontracting process, including solicitation, negotiation, award, and administration of contracts with subcontractors.
- Developed and implemented subcontracting strategies to optimize cost, schedule, and performance objectives, ensuring alignment with project goals.
- Conducted thorough subcontractor pre-qualification assessments to evaluate capabilities, financial stability, and compliance with regulatory requirements.
- Negotiated favorable subcontract terms and conditions, including pricing, delivery schedules, payment terms, and scope of work, to mitigate risks and maximize value.
- Established and maintained strong relationships with subcontractors, fostering collaboration and resolving issues in a timely manner to support project success.
- Monitored subcontractor performance against contractual requirements, identifying deviations and implementing corrective actions as necessary to ensure adherence to quality standards and project milestones.
- Ensured compliance with applicable laws, regulations, and company policies throughout the subcontracting process, including adherence to ethical standards and conflict-of-interest policies.

HIOSSEN IMPLANTS, WEST COVINA, SEPTEMBER 2022 TO JUNE 2023
TERRITORY MANAGER

- Developed and implemented territory management strategies to optimize customer engagement and support the effective utilization of medical devices.
- Established and maintained relationships with healthcare providers, administrators, and key decision-makers to ensure seamless communication and collaboration.
- Managed a diverse portfolio of contracts with multiple customers, overseeing contract fulfillment and ensuring compliance with contractual obligations.
- Provided comprehensive product education and training to healthcare professionals, facilitating their understanding of device features, benefits, and best practices.
- Acted as a liaison between customers and internal teams, coordinating support services, troubleshooting issues, and resolving inquiries in a timely manner.

FLOWERS BAKING, FONTANA, CA, NOVEMBER 2017 TO SEPTEMBER 2022
ACCOUNT MANAGER

- Developed and nurtured long-term relationships with key clients as a trusted vendor, serving as the primary point of contact for all account-related inquiries and needs.
- Conducted regular meetings and check-ins with clients to understand their evolving business requirements, address concerns, and identify opportunities for collaboration and value-added services.
- Collaborated closely with clients to develop customized solutions and proposals tailored to their specific needs and objectives, ensuring alignment with their strategic goals.
- Managed a diverse portfolio of client accounts, balancing competing priorities and deadlines to deliver exceptional service and meet client expectations.

T-MOBILE, BALDWIN PARK, CA, APRIL 2014 TO JUNE 2019
MOBILE EXPERT

- Offered technical support to customers regarding their cell phones, tablets, Wi-Fi routers to ensure optimal connection with T-Mobile services.
- Complete financing contracts alongside customers for plans and devices purchased.
- Investigate fraud claims, ensure sales and tasks are aligned with company policy.
- Managed clients and potential contacts through Salesforce, hitting weekly and monthly targets.
- Stayed up to date on latest trends in technology to properly sell and explain to interested customers.
- Received and deposited money into correct accounts as well as disbursed funds from cash accounts to pay customer bills.
- Generated and maintained records of transactions and confirmed that accounts were balanced.

- Obtained and updated client personal information into complex databases including quickview, salesforce, and excel spreadsheets.

VOLUNTEERISM

PEACE4KIDS, DECEMBER 2019 TO PRESENT

- Serve as mentor and volunteer for children in foster care, fostering success and growth of the nonprofit.
- Participate in special events, including trips to museums, sporting events and holiday events, to engage youth.
- Utilize techniques in communication to connect with children to support their positive development throughout their childhood and into successful adulthood.

ADDITIONAL INFORMATION

Technical Proficiencies: Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Salesforce, CRM

Interests: Running, volunteering, literature

RECEIVED
APR 17 2024
CITY OF IRWINDALE
5:55pm
SF

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning
(print or type name of the Board or Commission)

Name: Casey J Miranda

Address: [redacted]

Occupation: Marketer

Employer: 5GTV/ Miranda Media

Address: 1171 W. San Bernardino rd Ste F

Home Phone: [redacted] Business Phone: [redacted]

Years in Irwindale: 50+ Registered Voter? Yes

Educational background / degree: High school - some College

Licenses or Special Certificates: Real estate expired / ins expired

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) Simply put I want to give back to the City that has given me so much. My family has served this city in many capacities and it's my turn to be a servant leader. It is part of my family proud legacy.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I am an active listener and have an open mind & enjoy exchanging ideas and have a ~~congenial~~ congenial and creative spirit. I am have boundless ~~energy~~ energy and am excited about the opportunity to help serve the city.

Have you applied for a City Board or Commission before? Yes ____ No ✓

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I have a unique ability to convey ideas and systems as I have many years of experience in presentations and training people on ~~new~~ system platforms and paradigms.

CERTIFICATION

By initialing below, I certify:

✓ I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: 4/17/24

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Casey J Miranda

Marketing Director/Marketing
Maverick

[redacted]

November 27, 2023

Claudia Lin
Chair of The Board
Irwindale Chamber of Commerce
5155 Irwindale Ave
Irwindale CA, 91706

Dear Ms. Lin and other respected board members,

I am Casey J Miranda, "Life Long" resident of Irwindale and candidate for Executive Marketing Director of the Irwindale Chamber of Commerce. I am a Marketing Director and Marketing Maverick. You may wonder what exactly a maverick does and simply put I think out of the box. While I certainly respect and measure time tried and true principals of marketing, such as "if you can't measure it to duplicate it and repeat that success, then it doesn't matter". That is something my mentor taught me early on. It's important to know how to color within the lines but creative and successful campaigns often require new paths to see new results. I utilize new and expanding technologies and platforms to maximize r.o.i . (return on investment) for my clientele while increasing revenue. I do this by increasing their level of engagement and relativity and therefore augmenting their Authority in their given field or niche. They say timing is everything so how serendipitous it is mutually for me and the city of Irwindale, the city I was raised in, reside in, and love, to have this opening for this position that I have long admired since the days of pioneer Joe DiShanni. I have worked and trained for this day and the time is now.

For close to ten years, I have developed a unique set of skills, skills that help my clients reach their dreams. Chief among these skills is my ability to actively listen. To truly hear what a client is trying to convey passionately about their wants and needs and being able to absorb that, and reflect and deftly respond succinctly, so that they understand they have been heard, is a foundation of engaging in meaningful conversation and a cornerstone of compassionate confident consulting. In addition, I have trained in different platforms and introduced these to market to my clients such as SMS/MMS "Text Marketing" far long before it gained its popularity and general acceptance now. It was brand new, and I trained the elite of the elite and worked with Marty Rodriguez and her team, and they were astounded how quickly they could capture client info and respond instantly. In this capacity I operated as a B2B representative for ICM, a Mortgage Banker. I was able to increase their penetration as the in-house lender for REMAX Masters from 14% to 28%, nearly a 50% increase in utilizing their mortgage services. In this role I acted as the Marketing Director for this branch and coordinated all marketing scheduling with clients and our videographer teams for listing videos. We also sought new clients and worked with our analytics department and targeted high producers and emerging talent. I created Marketing Materials both print and digitally to heighten our presence and services and exhibited evidence of success via social media posts and videos with our preferred strategic business partners.

In recent years, I helped launch at first a grass roots, boots to the ground level B2B campaign, introducing a new Uber/Lyft type technology for the Ambulance industry. I gathered intel for the algorithm and development of this new application and made new introductions and connections. After the launch of this application, I trained all my contacts and necessary staff and introduced this new disruptive technology that changed the quality of life for the end user and their patients and families, as it brought a new much needed transparency and accountability to this industry. This forward-thinking company with the blue ambulance's is called Ambulnz and are still going strong. I have worked with many realtors over the years but i am especially proud of a collaboration with Current Designed and Current Productions of helping create and write the copy, film, direct, edit, and score a YouTube Reality TV pilot (series) called "Million Dollar Redo". It is very unique and though covid shut our project down Current Design still gets great feedback and business from our sizzle reel that I created. This is one of the skill sets I bring and excited about bringing to the City of Irwindale and highlighting the many phenomenal business and the people who run them and this great City itself.

I do have extensive experience working with a non-profit. Although I am not on the board, I have volunteered for 20 plus years for the Joseph "Pepe" Miranda Scholarship and grant foundation and been privy to what our revenue goals were to meet the application needs and have promoted the foundation through the years. I look forward to speaking to you and seeing you again. You may remember meeting me at the night Trilogy Financial received their recognition and citation. It was the same night my father, Ignacio "Nacho" Miranda, received his citation and recognition of his 90th birthday and all the years he served as a parks and recreation commissioner and his years of community service. This is the legacy I am a part of and a legacy I want to keep building on, as the next Executive Marketing Director for the next 15- 20 years. I'm excited to share with you my vision "to be the premier Chamber of Commerce, leading the way for others" by enhancing the

vitality of our great city by promoting the great business' we already have with a new technology and share my vision for increasing Chamber membership and revenue. I love this great city.

Sincerely,

Casey J Miranda

CASEY MIRANDA

[redacted]

[redacted]

Irwindale, CA, CA 91706

PROFESSIONAL SUMMARY

Innovative and hardworking Marketing Consultant with over 19 years of experience in Sales and Marketing industry. Offering expert insights into creating promotional strategies that capture emerging market trends. Highly proficient in SEO practices and knowledgeable in digital marketing and ever evolving media.
Developed keen insight into the psyche of my clients as I actively listened to their passions in what they want and in doing was able to develop and deliver a plan to get them what they need.
In my personal life I am baseball coach and has taught me how to teach and develop the youth i work with and enhance their skill and deepen their knowledge. I have a passion for working with youth and a heart for helping all individuals and all abilities.

SKILLS

- Google Insights
- Social Media Management
- Evaluation of Marketing Campaigns
- Brand Design and Development
- Client Consulting
- An active listener
- Coach to my clients and my youth baseball
- Patient and compassionate

EDUCATION

Pasadena City College
Pasadena, CA

Psychology And Screenwriting

WORK HISTORY

Marketing Maverix /MIrandaMedia1 - Marketing Consultant
Irwindale, Ca • 04/2014 - Current

- Consulted with clients on business issues and after actively listening developed innovative proposals that not just met their wants but their needs.
- Planned and executed marketing programs to increase qualified leads.
- Achieved client vision and marketing objectives by collaborating with various creative and departments
- Director, Lead writer, videographer and editor of internet show "Million Dollar Redo"
- cultivated relationships with open communication and good will.

AmbuInz - Marketing Account Executive
140 W Chestnut Ave, Monrovia, CA 91016 • 11/2015 - 10/2016

- Initiated a grass roots campaign to introduce our impeding application to this industry that would disturb the industry and improve the quality of life to all end users
- Developed relationships and gathered travel data to input for the algorithm for the proposed application
- Once application was developed conducted instructional lunch and learns
- Maintained positive relationships by listening to their needs and over delivering

GPS Marketing/5G TV - Marketing Maverick
Address: 1171 W San Bernardino Rd Ste F, Covina, C • 04/2015 - 07/2015

- Developed and maintained relationships as we introduced text marketing and video channels for clients
- Curated campaigns and specific marketing strategies for real estate, automotive, medical, and restaurant companies
- Created brand awareness campaigns and developed strategies to captured and capitalize on acquired end user data.

Item #21.C.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration Of A Resolution of the City Council of the City of Irwindale Approving a Form Reimbursement Agreement to be Used in Relation to Development Projects Within the City and Authorizing the Execution Thereof by the City Manager Subject to City Attorney Approval as to Form

Executive Director's Recommendation:

That the City Council of the City of Irwindale adopt **Resolution No. 2024-41-3518** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FORM REIMBURSEMENT AGREEMENT TO BE USED IN RELATION TO DEVELOPMENT PROJECTS WITHIN THE CITY AND AUTHORIZING THE EXECUTION THEREOF BY THE CITY MANAGER SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM"

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Theresa Olivares, Assistant City Manager

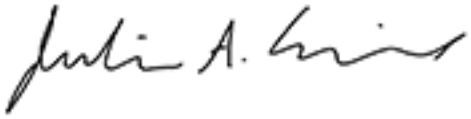
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

As development in the City increases, the City's costs relating processing land use applications will increase and, therefore, it will become necessary for the City to recover its costs relating to processing entitlements. Government Code section 66014 permits the City to charge fees for "zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications." However, these fees generally seek to recover staff time and costs to process the applications and "may not exceed the estimated reasonable cost of providing the service for which the fee is charged." (Government Code section 66014(a)).

However, some projects require involvement from the City Attorney's office and/or consultants to perform a more detailed environmental review for compliance with the California Environmental Quality Act. Additionally, the City may need to defend litigation aimed to invalidate project-related approvals from the City. In these cases, the standard fees on the City's fee schedule would not cover these City costs. As will be discussed below, the City Attorney is recommending that the City Council adopt a policy whereby the City Manager would have authority to enter into reimbursement agreements, subject to City Attorney approval, to recover these additional costs in support of a land use project.

The City Attorney's office has prepared a form reimbursement agreement ("Form Agreement"), which is attached to this report. In general, the Form Agreement provides for a deposit-based process in which the developer will be required to maintain a deposit of funds (in an amount that is agreed upon) that the City may utilize for its related costs. The Form Agreement includes the following provisions:

1. The developer is responsible for the City's costs related to their development project, which includes staff time, consultant fees, and attorneys' fees.
2. Requires that the developer maintains a minimum balance in the deposit. The purpose of this is to avoid a situation where the deposit contains no funds.
3. Requires the developer to indemnify, protect, defend, and hold the City harmless from claims and liabilities arising from their development project.
4. Requires that the City maintain an accounting of any deposits and City costs paid using the deposits. An accounting may be provided to the developer upon written request.

Additionally, the City Council is also requested to authorize the City Manager to execute the Form Agreements substantially in the form as attached to this report on behalf of the City, subject to the City Attorney's approval as to form. Reimbursement agreements for a city's costs incurred in relation to a development project are typically routine in nature with other cities. This authorization will ensure that the processing of development projects will be efficient and ensure the City is promptly reimbursed for its costs and is protected in the event of a lawsuit.

Fiscal Impact:

The City will recover costs associated with any further development project, including staff time, consult fees and attorneys' fees.

Attachments:

1. Resolution - Form Reimbursement Agreement
2. Form Reimbursement Agreement

RESOLUTION NO. 2024-41-3518

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FORM REIMBURSEMENT AGREEMENT TO BE USED IN RELATION TO DEVELOPMENT PROJECTS WITHIN THE CITY AND AUTHORIZING THE EXECUTION THEREOF BY THE CITY MANAGER SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM

WHEREAS, as development in the City of Irwindale ("City") increases, the City's costs relating to the processing of land use applications will increase such that it is desirable to implement a method by which the City may adequately and consistently recover its related costs; and

WHEREAS, Government Code section 66014 permits the City to charge fees for "zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications;" however, these fees generally seek to recover staff time and costs to process the applications and "may not exceed the estimated reasonable cost of providing the service for which the fee is charged." (Government Code section 66014(a)); and

WHEREAS, some projects require involvement from the City Attorney's office and/or consultants to perform a more detailed environmental review for compliance with the California Environmental Quality Act; and

WHEREAS, in other cases, the City may need to defend litigation aimed to invalidate project-related approvals from the City; and

WHEREAS, in these cases where the City Attorney, consultants, and/or litigation is involved, the standard fees on the City's fee schedule would not be sufficient to recover these City costs; and

WHEREAS, it is desirable to adopt cost recovery mechanisms so as to minimize the impact of additional land use applications upon City services and to adopt mechanisms that protect the City in the event of litigation; and

WHEREAS, the City Council therefore desires to approve a form reimbursement agreement ("Form Agreement") to address the aforementioned concerns consistent with the authority under Government Code section 66014; and

WHEREAS, the City Council intends to make the Form Agreement an integral part in the processing of land use applications (where applicable); and

WHEREAS, without City Council authorization the execution of the Form Agreement will require City Council approval in every instance; and

WHEREAS, in order to ensure the integrated and streamlined processing of land use applications, the City Council further desires to authorize the City Manager to execute such Form Agreements subject to the City Attorney's approval as to form.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

Section 1. The City Council hereby finds the Recitals above true and correct and incorporates them herein by this reference.

Section 2. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, section 15378(b)(4).

Section 3. The Form Agreement is hereby approved in substantially the form as attached in Exhibit A for use in conjunction with the processing of land use applications. The City Attorney is hereby authorized to update the Form Agreement as needed.

Section 4. Subject to the City Attorney's approval as to form, the City Manager is hereby authorized to utilize, negotiate and execute the Form Agreements that are necessary for the processing of land use applications in the City. In determining whether to utilize the Form Agreement for a particular land use application, the City Manager shall consider the size, scope, and costs of such land use applications. Nothing in this Resolution is intended to require the use of the Form Agreement in every instance and may be modified consistent with the project at issue.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 12th day of June 2024.

_____
Albert F. Ambriz, 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. 2024-41-3518 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 12th day of June 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibit A

Form Agreement

REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT ("**Agreement**") is executed this ____ day of _____, 2024 ("**Effective Date**"), by and between the **CITY OF IRWINDALE**, a California municipal corporation ("**City**"), and _____, a _____ ("**Developer**"). City and Developer may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

WHEREAS, Developer has submitted to City an application for a _____ to develop _____ ("**Project**"); and

WHEREAS, _____; and

WHEREAS, Pursuant to California Environmental Quality Act ("CEQA"), the Project must be reviewed by City for potential additional environmental impacts. Environmental analysis is required under CEQA for land use entitlements. An Initial Study will be prepared, as part of the preparation of an Environmental Impact Report (EIR) for the Project. City will retain the services of outside consultants due to the nature and scope of the Project; and

WHEREAS, City and Developer desire to enter into this Agreement for the purpose of establishing the rights and responsibilities of each party with respect to the processing of Developer's application for the Project, the preparation of the EIR for the Project and the reimbursement of the costs associated therewith.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. Incorporation of Recitals. The Parties hereby incorporate the Recitals as though fully set forth herein.

2. Developer Responsibility for City Costs. Developer shall be responsible for, and shall reimburse City for, all direct and indirect costs, fees and expenses of City related to review and City's undertaking of the planning, design, and permitting for the Project, including processing and negotiating any permits, entitlements and proposed conditions of approval for the Project. Developer's reimbursement shall be inclusive of any City efforts to facilitate the review and approval of the Project by other agencies, as may be needed, and the processing of approvals which, depending on the nature of the approvals, may or may not include an analysis and approval required under CEQA laws and regulations (the "**City Costs**"). City Costs include, but are not limited to: (a) City Attorneys' fees, at a rate not to exceed $350.00 per hour including but not limited to, for drafting, negotiating and reviewing this Agreement, contracts with consultants, contracts with other agencies and public agencies, and any documents that the City deems necessary in connection with undertaking of the planning, design, and permitting for the Project,

and for the processing of Project approvals, (b) staff time required for drafting, negotiating and reviewing this Agreement, contracts with consultants, and contracts with other agencies and public agencies, and any documents that the City deems necessary in connection with undertaking of the processing, planning, design, and permitting for the Project; and (c) all costs associated with Sections 2(a) and 2(b) above, including consultant costs and fees; (d) all costs related to studies, reports and design services for the development of any Project-related infrastructure; (e) all costs related to investigations of the Project; and (f) any other fees and costs deemed necessary by the City in order to process, review, or act upon or complete the Project. Developer's obligation to deposit and reimburse City Costs are in addition to Developer's duty to indemnify, defend, and hold harmless City, as set forth in Section 8, below.

2.1 Deposit. In furtherance of the foregoing, Developer has or shall, within ten (10) days of the Effective Date, deposit with City an initial sum of _____ Dollars and _____ Cents ($_____) against which any City Costs will be drawn down (**"Deposit"**). The Deposit represents City's best estimate of Developer's ultimate financial obligation to City under this Agreement. At no point in time shall the minimum balance of the Deposit fall below _____ Dollars ($_____) and Developer shall make such additional deposit(s) required under Section 2.2, below.

2.2 Additional Deposits by Developer. Developer shall make additional deposits to the City within ten (10) days of City's written request to the Developer up to an additional aggregate amount not exceeding _____ Dollars ($_____). City's written requests for additional deposits shall state what costs have been incurred to date, additional costs anticipated, and how City intends to apply any needed additional Developer deposits. If deposited sums exceed the costs incurred by City, City shall refund the difference as soon as City determines the amount of such excess.

2.3 City's Right to Cease Work. In the event that Developer does not promptly pay or reimburse the City Costs, including by failing to reimburse amounts incurred or timely pay any additional requested deposits, City may immediately cease all work related to or concerning the approvals, entitlements, and/or the Project, and may take such further action as City deems appropriate, including deeming any Developer application(s) abandoned and any development permit issued by City to Developer null and void.

2.4 Interest on Deposit. Any amounts deposited by Developer shall be maintained by City in an interest-bearing account of City's choice, and may be co-mingled with other City funds in such account. Interest accruing upon any such deposits shall inure to and be created for the benefit of City.

2.5 Accounting. City shall keep an accounting of the City Costs and all deposits made by Developer. Upon written request, City shall provide statements of these accounts to Developer, which shall include descriptions of the City Costs, including the date, amount, and the type of activity for which the cost was incurred. Failure of City to provide any accounting shall not excuse Developer's duty to perform any act, including the duty to make full and timely deposits required under this Section 2. Developer may question or challenge any use of funds set forth in the accounting and may appeal same to the City Council.

2.6 Unexpended Funds. Upon completion of City's assistance in connection with Developer's completion of the Project, the granting or issuance of all necessary Project approvals or entitlements, the expiration of all applicable appeal periods, and if a legal or administrative challenge is made to the approval or entitlements, then upon the resolution of such challenge, City shall return any then-unexpended portion of the deposit to Developer, without interest, less an amount equal to any unpaid expenses previously incurred by the City.

3. Additional Taxes, Fee, and Charges. Notwithstanding any provision to the contrary, Developer shall pay all normal and customary fees and charges applicable to all permits, approvals, and entitlements necessary for the Project, and any taxes, fees, and charges hereafter imposed by City, which are standard and uniformly-applied to similar projects in the City.

4. City Release; Expiration. This Agreement shall expire three (3) years after the Effective Date unless Developer has outstanding reimbursement obligations to the City at such time or City reasonably determines that the Project has not been abandoned and/or City will incur additional reimbursable costs after such date, in which event this Agreement will be automatically extended for additional one (1) year terms until Developer has reimbursed all City Costs.

5. Remedies. In the event of a breach by Developer, City may, in addition to any other remedies, seek to recover the City Costs plus reasonable attorneys' fees in enforcing this Agreement. This provision will not be interpreted to curtail any of City's remedies at law or equity against Developer for any violation of its codes, nor shall it be interpreted as a waiver of any defense of Developer.

6. Conflicts of Interest.

6.1 No Financial Relationship. Developer acknowledges the requirements of Government Code Sections 1090 *et seq.* (the "**1090 Laws**") and warrants that it has not entered into any financial or transactional relationships or arrangements that would violate the 1090 Laws, nor shall Developer solicit, participate in, or facilitate a violation of the 1090 Laws.

6.2 Developer's Representations and Warranties. Developer represents and warrants that it is duly authorized to do business in the State of California. Developer further represents and warrants that, for the 12-month period preceding the Effective Date of this Agreement, it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code sections 87100 *et seq*.).

7. Developer Acknowledgements. Subject to the reimbursement obligations set forth in this Agreement, Developer acknowledges and agrees that, with respect to the work concerning the Project, approvals, and entitlements:

7.1 City has sole discretion to select which of its employees and contractors are assigned to the work.

7.2 City has sole discretion to direct the work and evaluate the performance of the employees and contractors assigned to the work, and City retains the right to terminate or replace at any time any such person.

7.3 City has sole discretion to determine the amount of compensation paid to employees or contractors assigned to the work.

7.4 City, not Developer, shall pay employees and contractors assigned to the work from a City account.

8. Indemnification and Hold Harmless.

8.1 Agreement Not Liability or Debt of City. The Parties acknowledge that there may be challenges to the legality, validity and adequacy of this Agreement, approvals, entitlements, the Project itself, or other City actions related to the same. If such challenges are successful, such challenges could delay or prevent the performance of this Agreement, approvals, entitlements, or implementation of the Project. City shall have no liability whatsoever for the inability of Developer to obtain the approvals or entitlements, implement the Project, as the result of any judicial determination that some or all of approvals, entitlements, the Project or any other City action related to any of the same are invalid or inadequate or not in compliance with law. No official, officer, employee or agent of the City shall be personally liable hereunder to any extent. The Parties further acknowledge and agree that this Agreement is not a debt of the City. The City shall not in any event be liable hereunder other than to return the unexpended and uncommitted portions of the deposit as provided in Section 2.6 above, and to provide an accounting under Section 2.5 above. The City shall not be obligated to advance any of its own funds for any reason whatsoever.

8.2 Indemnification. Developer agrees to indemnify, protect, defend, and hold harmless the City and its officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures) asserted by third parties against the City that challenge, or seek to void, set aside, or otherwise modify or annul, the action of, or any approval by, the City for or concerning this Agreement, approvals, entitlements, the Project, or any other City action related to any of the foregoing (including, but not limited to, reasonable attorneys' fees and costs) (herein the "**Claims and Liabilities**") whether such Claims and Liabilities arise under planning and zoning laws, the Subdivision Map Act, CEQA, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. In the event any action for any Claims and Liabilities is brought against the City and/or related parties, upon City's notification to Developer of the pendency of a claim or suit, Developer shall make a minimum deposit sufficient to pay all of Developer's indemnification obligations for the following ninety (90) days, which includes legal costs and fees anticipated to be incurred as reasonably determined by the City. Developer shall make deposits (**"Indemnity**

Deposit") required under this section within five (5) days of the City's written request. At no point during the pendency of such claim or suit shall the minimum balance of the Indemnity Deposit fall below One Hundred Thousand Dollars ($100,000).

If Developer fails to timely pay such funds, the City may abandon the action without liability to Developer and may recover from Developer any attorneys' fees and other costs for which the City may be liable as a result of abandonment of the action. It is expressly agreed that the City shall have the right to utilize the City Attorney's office or use other legal counsel of its choosing. Developer's obligation to pay the defense costs of the City shall extend until final judgment, including any appeals. City agrees to fully cooperate with Developer in the defense of any matter in which Developer is defending and/or holding the City harmless. The City may make all reasonable decisions with respect to its representation in any legal proceeding, including its inherent right to abandon or to settle any litigation brought against it in its sole and absolute discretion, and City's reasonable decision to settle or abandon a matter, including but not limited to following an adverse judgment or failure to appeal, shall not cause a waiver of the City's indemnification rights. Any decision by the City to settle litigation shall not, without the written consent of Developer, bind Developer. City shall discuss litigation strategy with Developer in good faith, but shall retain absolute discretion to make strategy decisions.

8.3 Exception. The obligations of Developer under this Section shall not apply to any claims, actions, or proceedings arising through the sole negligence or willful misconduct of the City, its members, officers, or employees.

8.4 Period of Indemnification. The obligations for indemnity under Section 8.2 shall begin upon the Effective Date and shall survive termination or expiration of this Agreement.

9. Developer's Rights Concerning Review of Documents. City shall give Developer at least ten (10) days' notice along with copies of any proposed contract with a Consultant and related documents so that Developer shall have the opportunity to provide comments or objections thereto, prior to the City finalizing, filing, or otherwise releasing any of the foregoing. The City shall also provide Developer with draft copies of all other reports and studies funded through this Agreement. Developer may discuss issues with the City or its consultants and may make comments orally or in writing. The City shall also use reasonable efforts to permit Developer's review with respect to agendas and staff reports for all open City Council, Planning Commission and other public body meetings at which the Project or related matters are to be considered, and by providing Developer with draft copies thereof prior to or concurrently with the transmission of such documents to the appropriate body. It is expressly understood that any and all City consultants retained hereunder are under contract solely with the City, and the City is free to disregard the comments of Developer and exercise its independent judgment in making payments to the Consultant or revising or accepting the Consultant's work product, without any liability whatsoever to Developer therefor.

10. No Obligation to Approve Project. The provisions of this Agreement shall in no way obligate City to grant any approvals or take any particular action related to an application for any approvals. City reserves full police power authority over the Project and makes no

representations or warranties with respect to approvals required from City or any other governmental entity. Nothing in this Agreement shall be deemed to be a prejudgment, commitment or guarantee that any approvals or permits will be issued.

11. Assignment. Developer may not assign this Agreement to any other entity unless agreed to in writing by City and upon proof of the financial viability of the successor entity to fulfill the Agreement's obligations. City's consent to assignment shall not be unreasonably withheld.

12. Relationship Between the Parties. The Parties agree that this Agreement does not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Nothing herein shall be deemed to make Developer an agent of City.

13. Authority to Enter Agreement. Developer warrants that it has the legal capacity to enter into the Agreement. Each Party warrants that the individuals who have signed the Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

14. Notices. All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
Attn: Julian Miranda, City Manager

Copy to:
Aleshire & Wynder, LLP
1 Park Plaza Suite 1000
Irvine, CA 92614
Attn: Adrian Guerra, City Attorney
Email: aguerra@awattorneys.com

To Developer:
[name of company]
[address line 1]
[address line 2]
Attn: _____
Email: _____

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail; and by email, upon the sender's receipt of an email from the recipient acknowledging receipt.

15. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

16. Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise specified, any term referencing time, days, or period for performance shall be deemed calendar days and not business days, provided, however that any deadline that falls on a weekend or holiday shall be extended to the next City business day. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, appointed boards and commissions, officers, employees, agents, and volunteers. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

17. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

18. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

19. Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

21. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and shall be construed so as to effectuate the intent of the Parties.

22. Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of

the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure section 394.

23. Time is of the Essence. Time is of the essence with respect to this Agreement.

24. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

25. Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer with respect to the subject matter of this Agreement.

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

CITY:

CITY OF IRWINDALE, a California municipal corporation

By:_____
Julian A. Miranda, City Manager

ATTEST:

By: _____
Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

By:_____
Adrian R. Guerra, City Attorney

DEVELOPER:

_____, a _____

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Developer is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Item #22.A.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Public Hearing for Irwindale Business Center Sewer and Street Lighting Maintenance Assessment Districts

City Manager's Recommendation:

1. Conduct a Public Hearing; and

2. **Adopt Resolution No. 2024-43-3520** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2024-2025, BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025, FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE IRWINDALE BUSINESS CENTER; and

3. **Adopt Resolution No. 2024-44-3521** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2024-2025 BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025, FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE EXISTING IRWINDALE BUSINESS CENTER STREET LIGHTING MAINTENANCE DISTRICT."

Administrative Action:

Submitted by:

Kambiz Borhani, Finance Director / City Treasurer

Prepared by:
Jeanette Duran, Finance Manager

Reviewed by:
Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

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

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

In order to maintain the Sewer Assessment District and the Street Lighting Assessment District, both located within the Irwindale Business Center, (each, "Assessment District" and collectively, "Assessment Districts") and to establish the charge rate for the Fiscal Year 2024–2025 assessments, the City retained a professional engineering consulting firm for the preparation of the Engineer's Report for each Assessment District. The Engineer's Report for the Irwindale Business Center Sanitation and Sewage System is prepared in accordance with the methodology stated in Section 5473 of the Health and Safety Code. The Engineer's Report for the Irwindale Business Center Street Lighting Maintenance District is prepared in accordance with the methodology stated in Article 4, Chapter 1, Part 2, Division 15 of the Streets and Highways Code, beginning with section 22565 et seq.

1. The proposed assessments will defray the City's costs in the administration of the Assessments Districts. The property owner will have an opportunity to address the City Council concerning the assessment district during the public hearing. Following the completion of the public hearing, the City Council will vote on the property assessments for the street lighting and sewer maintenance charges for Fiscal Year 2024-2025 and instruct the County Assessor's office about the collection of tax bills.

2. Copies of the two approved Engineer's Reports are included with the Resolution for each Assessment District.

a. The Sewer Maintenance District's anticipated assessment levy is $1,516.69 per Benefit Unit for FY 2024/2025, which is based on the estimated cost of operations, maintenance, and future lift station replacement for that year.

b. The Street Lighting Maintenance District assessment to be levied is based upon each parcel within the boundaries of the District and the assessment was based solely on the benefit received from the streetlight maintenance. The Assessment per Benefit Unit is $149.15.

3. The Public Hearing for the Irwindale Business Center Sewer Maintenance District and Irwindale Business Center Street Lighting Maintenance District have been duly noticed in accordance with applicable laws. Following the completion of the respective Public Hearing, it is recommended that the City Council adopt the corresponding resolutions.

Fiscal Impact:

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

Attachments:

1. FY 2024-25 Sewer Maintenance District - Engineer's Report
2. FY 2024-25 - Street Lighting Maintenance District - Engineer's Report
3. FY 2024-25 - Sewer Maintenance District - Resolution No. 2024-43-3520(988613.1)
4. FY 2024-25 - Street Lighting Maintenance District Resolution No. 2024-44-3521(988616.1)

City of Irwindale

Sewer Maintenance District (Irwindale Business Center)

2024/2025 Engineer's Annual Levy Report

Intent Meeting: May 8, 2024
Public Hearing: June 12, 2024

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500|800.755.6864
F 951.587.3510|888.326.6864

Property Tax Information Line
T. 866.807.6864

www.willdan.com

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

Irwindale Business Center

City of Irwindale
Los Angeles County, State of California

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

Dated this 23rd day of May, 2024.

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

By:_____
Chonney Gano
Project Manager, District Administration Services

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

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was filed with me on the _____day of_____, 2024.

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

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Irwindale, California, on the _____day of_____, 2024.

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

Table of Contents

I. Introduction 1

II. Description of the Improvements 1

III. Estimate of Cost 2

IV. Method of Apportionment and Rate Calculator 3

V. District Assessment Diagram 5

VI. 2024/2025 Assessment Roll 6

I. Introduction

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

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

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

Section 5473 of the H&SC requires this Engineer's Report (“Report”) to be prepared and filed with the City Clerk each year for the purpose of establishing the charge rate. The charge rate for Fiscal Year 2024/2025 is presented herein in accordance with the methodology as set forth below.

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

II. Description of the Improvements

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

III. Estimate of Cost

The cost of operation, maintenance, servicing of the improvements and the replacement of the lift station for Fiscal Year 2024/2025, as described above, are summarized herein and described as below.

SEWER MAINTENANCE COST ESTIMATE FOR FISCAL YEAR 2024/2025	
Beginning Fund Balances (07/01/2024)	
Lift Station Replacement Fund Balance	$521,115
Total Beginning Fund Balances	**$521,115**
Budget Items	
Annual Maintenance Cost (Sewer)	$62,110
Annual Maintenance Cost (Lift Station)	10,000
Engineering & Administrative Services	20,980
District Administration	2,206
Public Notice Publication	620
Legal Fees	170
Maintenance & Administration Costs	**$96,086**
Replace Lift Station / Bypass System(1)	$76,601
Balance to Levy (2)	**$172,687**
Total BU	110.58
Levy per BU FY 2024/2025	$1,561.69
Max Rate per BU FY 2024/2025	$1,561.6977
Estimated Ending Fund Balances (06/30/2025)	
Lift Station Replacement Fund Balance (1)	$597,716
Total Ending Fund Balances	**$597,716**

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

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

IV. Method of Apportionment and Rate Calculator

The land use for all of the parcels within the boundaries of the Sewer Maintenance Charge area as the area fully develops will be industrial. It has been determined that the sewer maintenance charge is a property related charge, and that a charge based on parcel acreage is a reasonable method for apportioning the maintenance costs. The special benefit will be expressed as a Benefit Unit ("BU"). For every parcel one benefit unit (1.00 BU) will be assigned per acre.

- Developed and undeveloped parcels will be assessed one (1) benefit unit per acre.

- Exempt from the assessment would be the areas of public streets, public easements and rights-of-ways. Also exempt from assessment would be utility rights-of-way, common areas, and sliver parcels not developable, as these parcels do not benefit from the improvements.

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

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

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

The Fiscal Year 2024/2025 Sewer Maintenance Charge rate is calculated as follows:

The Maximum Allowable Assessment rate for Fiscal Year 2024/2025 is $1,561.6977. The rate is calculated by adjusting the maximum rate established for Fiscal Year 2001-02 of $829.38 per BU by the Consumer Price Index ("CPI") for All Items, All Urban Consumers for the Los Angeles-Long Beach-Anaheim, Area for the prior year (CPI April 2023 = 320.089, CPI April 2024 = 332.572, increase of 88.319% cumulatively).

Sewer Maintenance Total Costs: $172,687

Sewer Maintenance Charge Rate Fiscal Year 2024/2025:

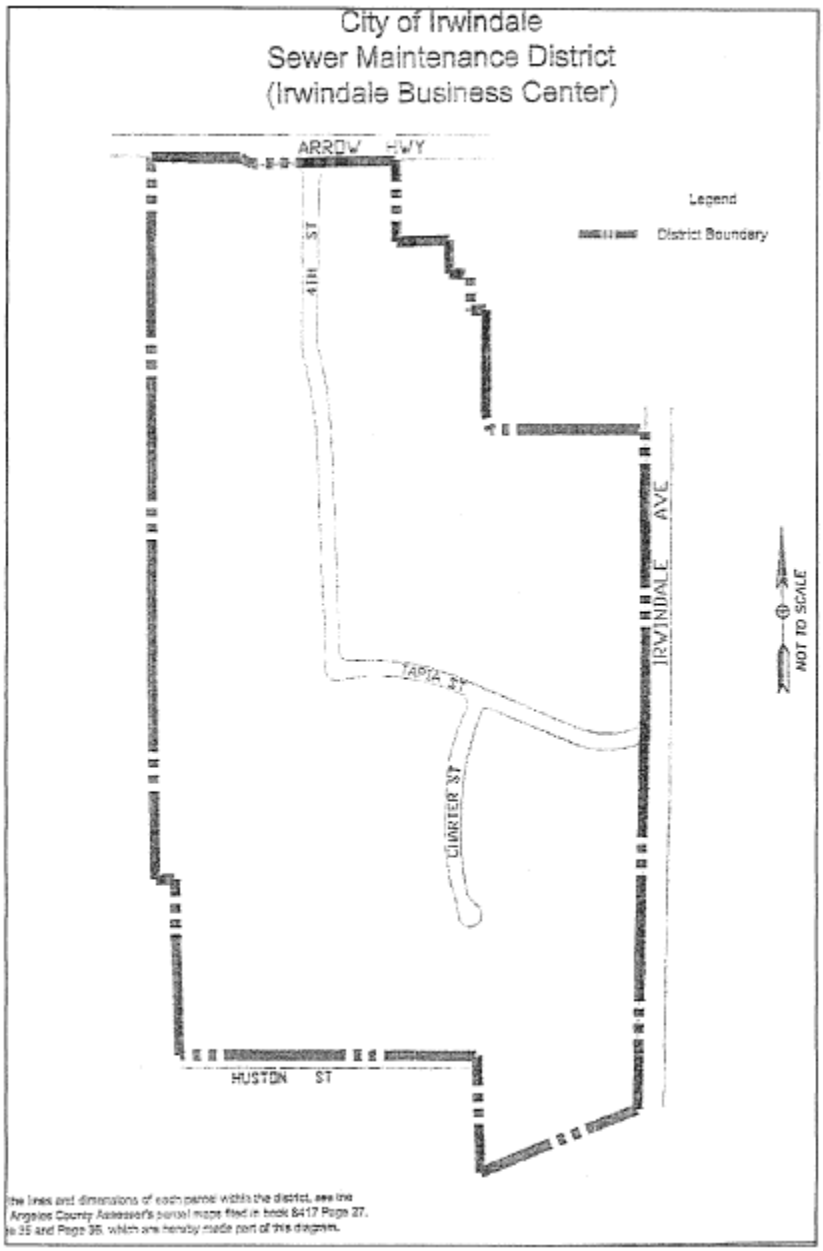
$172,687.03 ÷ 110.58 Total BU = $1,561.69/BU

Maximum Sewer Maintenance Charge Rate: $1,561.6977/BU

This maximum rate reflects the April 2023 to April 2024 CPI increase of 3.90% over last year's maximum rate of $1,503.0798.

V. District Assessment Diagram

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



VI. 2024/2025 Assessment Roll

The proposed Fiscal Year 2024/2025 charges apportioned to each parcel, as shown on the latest roll of the Assessor's Office, are below. The description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are by reference made part of this Report.

City of Irwindale
Sewer Maintenance Charge (Irwindale Business Center)
Fiscal Year 2024/2025 Preliminary Assessment Roll

Assessor's Paracel Number	Situs	Address	Taxable Acreage	Benefit Unit Factor	EBU	Charge
8417-027-088	4775	IRWINDALE AVE	5.41	1.0	5.41	$8,448.74
8417-027-089	15800	TAPIA ST	3.87	1.0	3.87	6,043.74
8417-027-090	4821	CHARTER ST	6.49	1.0	6.49	10,135.37
8417-027-091	4889	4TH ST	10.73	1.0	10.73	16,756.93
8417-027-092	4821	4TH ST	3.03	1.0	3.03	4,731.92
8417-027-093	4818	4TH ST	4.77	1.0	4.77	7,449.26
8417-035-006	5091	4TH ST	15.01	1.0	15.01	23,440.97
8417-035-007	4981	4TH ST	8.03	1.0	8.03	12,540.37
8417-035-008	4982	4TH ST	2.02	1.0	2.02	3,154.61
8417-035-009	5012	4TH ST	2.14	1.0	2.14	3,342.02
8417-035-010	5082	4TH ST	5.82	1.0	5.82	9,089.04
8417-035-011	5086	4TH ST	4.66	1.0	4.66	7,277.48
8417-035-012	15751	TAPIA ST	4.17	1.0	4.17	6,512.25
8417-035-013	15761	TAPIA ST	8.68	1.0	8.68	13,555.47
8417-035-014	5027	IRWINDALE AVE	1.79	1.0	1.79	2,795.43
8417-035-015	4981	IRWINDALE AVE	1.98	1.0	1.98	3,092.15
8417-035-024	15662	ARROW HWY	0.72	1.0	0.72	1,116.61
8417-035-028	15700	ARROW HWY	1.18	1.0	1.18	1,842.79
8417-035-029	15716	ARROW HWY	0.46	1.0	0.46	716.82
8417-035-034	15612	ARROW HWY	0.50	0.0	0.50	780.85
8417-035-035	15642	ARROW HWY	2.22	0.0	2.22	3,473.20
8417-036-001	4781	IRWINDALE AVE	9.92	1.0	9.92	15,495.09
8417-036-800 (1)	4777	IIRWINDALE AVE	6.98	1.0	6.98	10,895.92
Total:			**110.58**		**110.58**	**$172,687.03**
Parcel Count:						**23**

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

City of Irwindale

Street Lighting Maintenance District (Irwindale Business Center)

2024/2025 Engineer's Annual Levy Report

Intent Meeting: May 8, 2024
Public Hearing: June 12, 2024

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500|800.755.6864
F 951.587.3510|888.326.6864

Property Tax Information Line
T. 866.807.6864

www.willdan.com

WILLDAN

ENGINEER'S REPORT AFFIDAVIT
Establishment of Annual Assessments for the:

Street Lighting Maintenance District
(Irwindale Business Center)

City of Irwindale
Los Angeles County, State of California

This Report describes the Street Lighting Maintenance District including the improvements, budget, parcels and assessments to be levied for Fiscal Year 2024/2025, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 23rd day of May, 2024.

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

By:_____
Chonney Gano
Project Manager, District Administration Services

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

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was filed with me on the _____day of_____, 2024.

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

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Irwindale, California, on the _____day of_____, 2024.

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

Table of Contents

I. Introduction 1

II. Facilities Maintained by the District 1

III. Plans and Specifications 1

IV. Estimate of Cost 4

V. Method of Apportionment of Assessment 5

VI. Boundary Map 9

VII. Assessment Roll 10

I. Introduction

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

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

II. Facilities Maintained by the District

A) Street Lighting

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

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

III. Plans and Specifications

A) Improvements Authorized by the 1972 Act

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

- The installation or planting of landscaping.

- The installation or construction of statuary, fountains, and other ornamental structures and facilities.

- The installation or construction of public lighting facilities.

- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

- The maintenance or servicing, or both, of any of the foregoing.

- The acquisition of any existing improvement otherwise authorized pursuant to this section.

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

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;

- The costs of printing, advertising, and the publishing, posting and mailing of notices;

- Compensation payable to the County for collection of assessments;

- Compensation of any engineer or attorney employed to render services;

- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;

- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5;

- Costs associated with any elections held for the approval of a new or increased assessment.

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

- Repair, removal, or replacement of all or any part of any improvement.

- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.

- The removal of trimmings, rubbish, debris, and other solid waste.

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

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

B) Lighting and Appurtenant Facilities

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

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

C) Operation

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

D) Maintenance

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

E) Rehabilitation

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

F) Servicing

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

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

IV. Estimate of Cost

The cost of the operation, maintenance, rehabilitation, and servicing of the improvements for Fiscal Year 2024/2025, as described in Part III, are summarized herein and described below the table.

STREET LIGHTING MAINTENANCE COST ESTIMATE FOR FY 2024/2025	
REVENUE	
Beginning Fund Balance (7/01/2024) (1)	$24,916
Assessments (FY 2024/2025) (2)	16,482
Total Revenue	**$41,398**
EXPENDITURES (3)	
Utilities	
22 Street Lights (16,000 lumens)	
High Pressure Sodium Vapor Lamps	$1,300
Energy Charge Per Lamp	3,500
Anticipated SCE rate (Increase in FY 2024/2025)	0
Reserve (Fund Balance is able to offset unexpected utility) (4)	0
Assessment Engineering Services	2,206
District Administration	8,630
Legal Fees	190
LA County Assessor's – Admin Fee	56
Public Notice Publication	600
Total Expenditures	**$16,482**
Estimated Fund Balance (6/30/2025)	**$24,916**
Assessment per Benefit Unit	**$149.15**
Maximum Assessment per Benefit Unit	**$183.1942**
Max Rate Per BU FY 2023/2024	**$183.1942**
Levy per BU FY 2024/2025	**$149.15**
BU	**110.51**

Revenues

(1) The amount of any surplus or deficit in the improvement fund to be carried over from a previous Fiscal Year.

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

Expenditures

(3) The total costs for improvements to be made for the year, being the total costs of operation, maintenance, and servicing all existing improvements, including all incidental expenses.

(4) The expenditures may include a reserve that shall not exceed the estimated costs of maintenance and servicing to December 10 when the City expects to receive its apportionment of assessments from the Los Angeles County. For this Fiscal Year the reserve is not part of the assessment since the fund balance is enough to cover those costs.

V. Method of Apportionment of Assessment

A) General

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

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

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

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

B) Proposition 218 Benefit Analysis

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

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

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

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

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

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

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

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

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

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

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

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

C) Apportionment by Parcel Size

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

- **All developed and undeveloped parcels.** All parcels will be assessed one (1) benefit unit per acre.

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

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

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

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

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

D) Special Benefit Determination

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

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

E) Assessment Rate Calculation

The Maximum Allowable Assessment rate for Fiscal Year 2024/2025 is $183.1942. This rate is calculated by adjusting the maximum rate established for Fiscal Year 2001/2002 of $97.2900 per Benefit Unit by the Consumer Price Index ("CPI") for All Items, All Urban Consumers for the Los Angeles-Long Beach-Anaheim Area. The maximum rate reflects the April 2023 to April 2024 CPI increase of 3.90% over the maximum rate of $176.3180 for Fiscal Year 2023/2024.

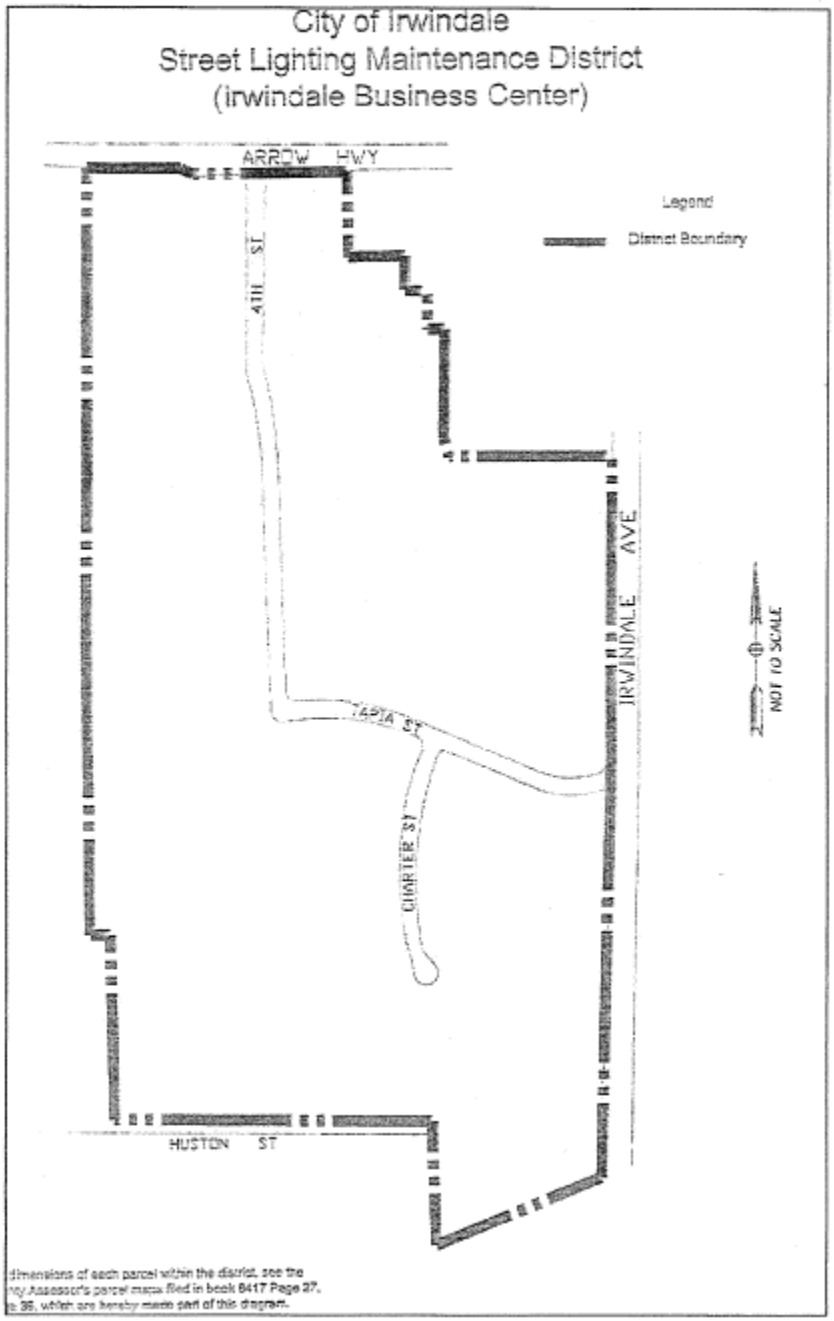
Land Use	Parcels	Acreage	Benefit Units
All Developed and Undeveloped	24	110.51	110.51
Exempt	2	0.00	0.00
Total:	**26**	**110.51**	**110.51**

As shown in the budget in section IV, the assessment rate for Fiscal Year 2024/2025 is $149.15 per BU.

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

VI. Boundary Map

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



VII. Assessment Roll

The proposed Fiscal Year 2024/2025 charges apportioned to each parcel, as shown on the latest roll of the Assessor's Office, are below. The description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are by reference made part of this Report.

City of Irwindale
Street Lighting and Maintenance District (Irwindale Business Center)
Fiscal Year 2024/2025
Preliminary Assessment Roll

Assessor's Parcel Number	Situs	Address	Taxable Acreage	Benefit Unit Factor	EBU	Charge
8417-027-088	4775	IRWINDALE AVE	5.41	1.0	5.41	$806.90
8417-027-089	15800	TAPIA ST	3.87	1.0	3.87	577.21
8417-027-090	4821	CHARTER ST	6.49	1.0	6.49	967.98
8417-027-091	4889	4TH ST	10.73	1.0	10.73	1,600.38
8417-027-092	4821	4TH ST	3.03	1.0	3.03	451.92
8417-027-093	4818	4TH ST	4.77	1.0	4.77	711.45
8417-035-006	5091	4TH ST	15.01	1.0	15.01	2,238.74
8417-035-007	4981	4TH ST	8.03	1.0	8.03	1,197.67
8417-035-008	4982	4TH ST	2.02	1.0	2.02	301.28
8417-035-009	5012	4TH ST	2.14	1.0	2.14	319.18
8417-035-010	5082	4TH ST	5.82	1.0	5.82	868.05
8417-035-011	5086	4TH ST	4.66	1.0	4.66	695.04
8417-035-012	15751	TAPIA ST	4.17	1.0	4.17	621.96
8417-035-013	15761	TAPIA ST	8.68	1.0	8.68	1,294.62
8417-035-014	5027	IRWINDALE AVE	1.79	1.0	1.79	266.98
8417-035-015	4981	IRWINDALE AVE	1.98	1.0	1.98	295.32
8417-035-024	15662	ARROW HWY	0.72	1.0	0.72	106.64
8417-035-028	15700	ARROW HWY	1.18	1.0	1.18	176.00
8417-035-029	15716	ARROW HWY	0.46	1.0	0.46	68.46
8417-035-034	15612	ARROW HWY	0.50	1.0	0.50	74.58
8417-035-035	15642	ARROW HWY	1.95	1.0	1.95	290.84
8417-036-001	4781	IRWINDALE AVE	9.92	1.0	9.92	1,479.87
8417-036-800 [1]	4777	IRWINDALE AVE	6.98	1.0	6.98	1,041.07
8417-036-900	NO	SITUS AVAILABLE	0.20	1.0	0.20	29.83
Total:			**110.51**		**110.51**	**$16,481.97**
Parcel Count:						**24**

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

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

RESOLUTION NO. 2024-43-3520

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2024-2025, BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025, FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE IRWINDALE BUSINESS CENTER

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

WHEREAS, pursuant to Government Code sections 53750 et seq. a fee or charge is increased for the purposes of Article XIIID of the California Constitution, ("Proposition 218") where the methodology used to calculate the fee or charge is revised and the revision results in an increased amount being levied on any person or parcel; and

WHEREAS, pursuant to Proposition 218, in adopting the sewer and maintenance charge for Fiscal Year 2001-2002, the City complied with the notice, protest, and hearing requirements of Government Code sections 53750 et seq. and Proposition 218; and

WHEREAS, on May 8, 2024, the City Council approved the Engineer's Report entitled "Sewer Maintenance District (Irwindale Business Center)" ("Engineer's Report") for Fiscal Year 2024-2025 has been prepared and filed with the City Clerk and all interested persons are referred to the attached Engineer's Report for a full and detailed description of the sewer fees and charges (collectively "Sewer Maintenance Charge") and boundaries thereof, the work and the proposed amount and parcels within the boundaries subject to such Sewer Maintenance Charge, and in accordance with Section 4 of Article XIII D of the California Constitution ("Proposition 218") and Section 5473 of the Health and Safety Code, the City Council declared its intent to levy and collect Sewer Maintenance Charges for Fiscal Year 2023-2024 within the District, and set a time and place for a public hearing; and

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

WHEREAS, the Engineer's Report has not changed the methodology, formula or range of calculating the Sewer Maintenance Charge as that approved by the City Council for the 2001-2002 fiscal year, and as such, the notice, protest and hearing requirements of Government Code sections 53750 et seq. or Proposition 218 are inapplicable to the adoption and imposition of the Sewer Maintenance Charge.

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

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

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

SECTION 3. That pursuant to Section 5473.3 of the Health and Safety Code, the Engineer's Report filed with the City Clerk on May 8, 2024, is hereby approved and adopted and the Sewer Maintenance Charge is hereby determined and ordered to be the charges and fees for each legal parcel of land in the assessable parcels of land within the District for Fiscal Year 2024-2025, for the maintenance of the City's sanitation and sewerage system within the District. The amount of the Sewer Maintenance Charge shall constitute a lien against the lots or parcels of land against which the Sewer Maintenance Charge has been imposed as provided in Section 5473.5 of the Health and Safety Code.

SECTION 4. As provided in Sections 5470 et seq. of the Health and Safety Code, the Director of Public Works/City Engineer and City Clerk are hereby authorized and directed to make the necessary filings for the City of Irwindale for Fiscal Year 2024-2025 concerning the Sewer Maintenance Charge as part of the property tax collection procedure. The Sewer Maintenance Charge shall be collected on the tax roll in the same manner, by the same person, and at the same time, as together with and not separately from, the general property taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties as the general property taxes.

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

rolls for collection. Passage of this Resolution shall constitute the imposition of the Sewer Maintenance Charge for the fiscal year referred to in the Engineer's Report.

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

PASSED, APPROVED, AND ADOPTED, this 12th day of June 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura Nieto
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-43-3520 was duly adopted by the City Council of the City of Irwindale, at a special meeting held on the 12th day of July 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto, MMC

Chief Deputy City Clerk

RESOLUTION NO. 2024-44-3521

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2024-2025, BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025, FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE EXISTING IRWINDALE BUSINESS CENTER STREET LIGHTING MAINTENANCE DISTRICT

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

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

WHEREAS, on May 8, 2024, the City Council adopted Resolution 2024-28-3505 approving the Engineer's Report for Fiscal Year 2024-2025 ("Engineer's Report") and in accordance with Section 4 of Article XIII D of the California Constitution ("Proposition 218") and Article 4 of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act," and together with Proposition 218, collectively, the "Assessment Law"), the City Council declared its intent to levy and collect assessments for Fiscal Year 2024-2025 within the District, and set a time and place for a public hearing; and

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

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

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

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

Section 3. The public interest and convenience require, and the City Council therefore orders the levy and collection of assessments within the District, generally described as including, but not limited to, street lighting and facilities which are appurtenant thereto within and benefiting assessable parcels of land within the District, for Fiscal Year 2024-2025. As provided in the Act, the Director of Public Works/City Engineer and City Clerk are hereby authorized and directed to make the necessary filings for the City of Irwindale for Fiscal Year 2024-2025 concerning the Street and Lighting assessment as part of the property tax collection procedure. The Street and Lighting assessment shall be collected on the tax roll in the same manner, by the same person, and at the same time, as together with and not separately from, the general property taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties as the general property taxes.

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

Section 6. The contemplated work, in the opinion of the City Council, is of special benefit to, and the City Council hereby makes the expense of said work chargeable upon, all the property within the District, which is more particularly described on a map on file in the office of the Deputy City Clerk, entitled "Irwindale Business Center Street Lighting and Maintenance District."

Section 8. Certification. The City Clerk shall certify to the adoption of this Resolution and the Engineer's Report and forward a certified copy hereof to the Tax Collector and Auditor of the County of Los Angeles.

PASSED, APPROVED, AND ADOPTED, this 12th day of June 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura Nieto,

Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-44-3521 was duly passed and adopted at a special meeting of the Irwindale City Council held on the 12th day of June 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

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

From: Julian A. Miranda, City Manager/Executive Director

Issue: Adoption of the Fiscal Year 2024-25 Budget and
Establishing the Appropriations Limit for Fiscal Year 2024-25

City Manager/Executive Director's Recommendation:

It is recommended that the City Council, Housing Authority Board and Reclamation Authority Board convene concurrently to conduct the duly noticed public hearing on the proposed budgets.

Following conclusion of the public hearing, the City Council should introduce Ordinance No. 779, and all governing boards should adopt their respective resolutions pertaining to the proposed Fiscal Year 2024-25 Budget, as listed below:

That the City Council introduce City Ordinance No. 779 entitled: "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025,"** reading by title only and waiving further reading thereof.

That the City Council adopt Resolution No. 2024-26-3503 entitled: "**A RESOLUTION OF CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-2025"**

That the Irwindale Housing Authority adopt Resolution No. HA 2024-04-142 entitled: "**A RESOLUTION OF THE BOARD OF THE IRWINDALE HOUSING AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025"**

That the Irwindale Reclamation Authority adopt Resolution No. RA 2024-02-041 entitled: "**A RESOLUTION OF THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025"**

Administrative Action:

Submitted & prepared by:
Kambiz Borhani, Finance Director/City Treasurer
(626) 430-2221

Reviewed by:
Adrian R. Guerra, City Attorney/General Counsel

Kambiz Borhani, Finance Director/City Treasurer

Approved by:
Julian A. Miranda, City Manager/Executive Director

Background and Analysis

In accordance with Section 901 of the Irwindale Charter, which requires that a proposed budget be submitted to the City Council at least 35 days prior to the beginning of each fiscal year, the City Council and Boards for the Housing Authority and Reclamation Authority (collectively referred to herein as "Boards") have been provided with the Proposed Budget for Fiscal Year ("FY") 2024-2025. In addition, Section 901 requires the City Council to select a date and time for the conduct of a public hearing upon the adoption of the budget. Staff recommends public hearings be set on June 12 and June 26, 2024, at 6:30 p.m. so that interested person(s) may be heard concerning any or all of the items contained in the proposed budget.

Prior to the aforementioned public hearings, the City Manager/Executive Director and Finance Director held a budget workshop providing the City Council and Boards, as well as the Community with a presentation on the proposed requests, programs, and activities. The City Council and Boards thoroughly reviewed the information presented, held detailed discussions with respective departments about their requests, and provided an opportunity for interested person(s) to express their concerns regarding any or all items contained in the proposed budget.

Departmental requests and financial highlights of the General Fund were as follows:

Budget Workshop

On May 29, 2024, Budget Workshop, the City Council and Boards were presented with the initial FY 2024-2025 Budget. The table below shows the preliminary budget summary for the General Fund:

General Fund	Revenues	Expenditures	Surplus / (Deficit)
Operating Budget	$ 25,844,087	$ (27,470,902)	$ (1,626,815)
Capital/One-Time Items	2,518,405	-	2,518,405
Capital Projects Transfers	-	(800,000)	(800,000)
TOTAL	**$ 28,362,492**	**$ (28,270,902)**	**$ 91,590**

Operating Budget Requests:

During the Budget Workshop, the City Council was also presented with all budget items requested by departments to be added to the FY 2024-2025 Budget.

Dept/Div	Operations Budget Requests	General Fund		Mining Impact Fund	AB 939
		Ongoing	One-Time		
City Council	Replace 7 dias chairs		7,600	1,900	
City Council	Replace 14 chairs around table outside of Council Chamber		11,200	2,800	
City Clerk	Label Making Software	4,950		1,650	
IT	Battery Backup Replacements		7,880	1,970	
IT	Multi-factor Authentication Implementation	5,000			
IT	KVM Console Replacement		6,080	1,520	
IT	Annual Computer Replacement	11,200	4,800	4,000	
IT	Recabling of Copper Feeder to PD		3,000		
Public Info	LOCC Annual Conference & Expo	2,000			
Econ. Dev.	SGVEP Membership	375			
Police	Various Annual Memberships & Subscriptions	44,191			
Police	Flock Safety Camera Lease Subscription	7,000			
Police	SB 90 Cost Recovery Consultant	2,400			
Police	Personnel - Administrative Clerk	95,190			
Police	Personnel - Communications & Records Supervisor	164,310			
Police	Personnel - Retired Annuitant	32,497			
Library	Ryan Dowd's - The Librarian's Guide to Homelessness	800			
Library	Kanopy on-demand Video Platform	2,500			
Comm. Dev.	Contract Planners		20,000		
Comm. Dev.	CACEO Code Conference	1,240			
Comm. Dev.	Personnel - Assistant Planner	62,145		62,145	
Engineering	Personnel - Assistant Engineer	74,730		74,730	
Aquatics	Projector, Screen & Speaker System (Dive in Movies)		10,000		
Aquatics	New Vacuum for Maintenance of Pool		7,300		
Aquatics	User License for CivicPlus Database System		2,500		
Senior Center	Personnel - Permanent Part-Time	70,385			
Senior Center	Ceramic Painting & Hawaiian Dance instructors	7,650			
Senior Center	CPRS Training in Sacramento	1,000			

Dept/Div	Operations Budget Requests	General Fund		Mining Impact Fund	AB 939
		Ongoing	One-Time		
Recreation	Additional Cost of Bands and Sound	10,000			
Recreation	Kidzone - Program Supplies & Snacks	4,000			
Recreation	Inflatables for Red, White and You Event	5,000			
Recreation	Minor Special Events; Scarecrow Alley, Locks of Love, Dia de Los Muertos Alter, Jack O'Lantern Walk, Cookies & Milk with Santa, and more	8,000			
Recreation	Mariachifest Series, Band, Sound & Supplies	5,000			
Recreation	Increase in Number of Participants Attending Family Trips	6,000			
Recreation	Additional Cost of Bands, Sound & Decorations	6,000			
Recreation	Four (4) CPRS Memberships	700			
Public Scvs.	Replace the Poured iaround Playgrounds	20,000			
Public Scvs.	Backflow Device Repairs, Testing & Certifications	1,660			
Public Scvs.	Weed Abatement Program	2,000			
Public Scvs.	Vehicle - Ford F-150 Lightning (Electrical)		34,543	51,814	
Public Scvs.	Vehicle - Ford F-550 Lift Truck		82,720	124,080	
Public Scvs.	Personnel - Management Analyst	12,752		6,376	108,392
Public Scvs.	Personnel - Maintenance Lead Worker	172,370			
Public Scvs.	Annual Bus Pass Fee, RFID Cards & Holders, and Cords	3,500			
Public Scvs.	Daily Parking Fees for Field Trips	1,200			
	Total	**847,745**	**197,623**	**332,985**	**108,392**

Capital Projects

The following table lists the budget requests for City's Capital Improvement Projects:

Capital Projects	Funding Source	Capital / One-Time
Recreation Improvement Project	GF	$ 450,000
SCWP Arrow Hwy Project	Measure W	173,000
5239 Morada Street Block Wall	GF	200,000
Arrow Hwy Raised Center Median Extension	GF	150,000
Residential Resurfacing Project - Phase III	MIF / SRF	600,000
	TOTAL	**$ 1,573,000**

GF - General Fund, **MIF** - Mining Impact Fund

SRF - Special Revenue Funds which includes Gas Tax, Prop C, Measures R & M, and TDA Article 3

Irwindale Community Foundation

At the March 19, April 8, and June 11, 2024, meeting the Irwindale Community Foundation Board approved the following $101,595 budgetary reallocation requests on previously donated amounts to the City of Irwindale:

AQUATICS			
ITEM	DESCRIPTION	REALLOCATED ICF FUNDS	# of Participants
Aquatics Expo	Snow Cone truck, promotional materials, decorations, and supplies	2,000	70+
Red, White and You Picnic	Interactive water games, decorations, promotional items and supplies	1,000	100+
Luau	One (1) end of summer luaus - Food, entertainment, and decorations	6,500	100/event
Shark Shack	Operating supplies (nacho condiments, hot dogs/buns, bowls, beverages, sunblock, etc)	5,000	500+
Furniture	Pool deck lounge chairs (6), cocktail tables (8), chairs (16)	5,000	100+
TOTAL AQUATICS		19,500	
LIBRARY			
ITEM	DESCRIPTION	REALLOCATED ICF FUNDS	# of Participants
Hotspot Service	Data service for hotspot devices.	2,000	113 circs in 2023
Special Event Inentives	Purchase incentive items for various events offered by the library (i.e. summer reading program, book festival, etc.)	1,000	100
Subscription	Tumblebook subscription for grades K-6, enhancing library's e-learning platform.	1,300	846 content views
TOTAL LIBRARY		4,300	
RECREATION			
ITEM	DESCRIPTION	REALLOCATED ICF FUNDS	# of Participants
Adult Trips	Adult Fishing Trip	5,160	40
Family Trips	Family Trip - NFL game	4,000	40
Kindness Krew	Giveaways, donations and more	1,000	100+
Supplies	Supplies for RockAbilities Program	6,100	100/event
Contracted Instructors & Officials	Classes for fitness, art, dance, and more	12,000	12 students/class
Special Events - Christmas	Snow Zone (snow and hay)	6,000	300+
Uniform Expenses & Safety Equip	Cheer Uniforms (Bi-annual request, this is yr 2 and new cheerleaders need uniforms)	3,600	17 participants
Special Events/Fourth of July	Band and sound system for Red, White and You event	5,000	100/event
TOTAL RECREATION		42,860	
SENIOR CENTER			
ITEM	DESCRIPTION	REALLOCATED ICF FUNDS	# of Participants
Healthy Irwindale	6-week healthy challenge	1,410	15-20/week
Field Trips	Increased entrance fees and new/added field trips.	5,000	23
Class Supplies	Supplies for greeting card making; ceramic, canvas, rock, wine bottle painting.	4,300	60
Classes	Sewing Class, Gentle Mat Yoga, and Zumba Gold.	9,225	65
Book Club	Book Club year-round	1,700	10/monthly
Special Events	6-week Summer Senior Day Camp - games, crafts, picnic, and other items	800	20/week
Special Events	Annual Valentine's Dance, Hawaiian Luau, Mexican Independence, and New Year's dance.	6,300	60/event
Monthly Birthday Celebrations	Increased cost on birthday meals, cakes, kitchen supplies, and eco lab dishwasher supplies.	4,000	60
Billiard Pool Tables	Annual maintenance for two billiard pool tables and piano	2,200	15/daily
TOTAL SENIOR CENTER		34,935	
TOTAL FUNDING		101,595	

Fiscal Impact:

Ordinance No. 779 adopting the FY 2024-2025 Budget includes Exhibit A which lists the proposed revenue and expenditure budgets for all funds of the City, Housing Authority and Reclamation Authority.

The table below recaps the General Fund FY 2024-2025 Budget Summary:

General Fund	Revenues	Expenditures	Surplus / (Deficit)
Operating Budget	$ 25,844,087	$ (27,470,902)	$ (1,626,815)
Capital/One-Time Items	2,518,405	-	2,518,405
Capital Projects Transfers	-	(800,000)	(800,000)
TOTAL	**$ 28,362,492**	**$ (28,270,902)**	**$ 91,590**

The FY 2024-2025 General Fund Operating Budget reflects an operating surplus of $891,590. However, the Capital Projects Transfers of $800,000 will reduce the overall surplus to $91,590.

The General Fund Reserve balance is currently projected to be $49.0 million at the end of FY 2023-2024. Adoption of the proposed FY 2024-2025 Budget will increase the fund balance by the $91,590 surplus, resulting in a projected General Fund Reserve balance of $49.0 million as of June 30, 2025.

Resolution No. 2024-26-3503 will establish the City's Appropriations limit for FY 2024-2025 in the amount of $14,089,384,582.

Attachments:

Ordinance No. 779
Resolution No. 2024-26-3503
Resolution No. HA 2024-04-142
Resolution No. RA 2024-02-041

ORDINANCE NO. 779

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025

WHEREAS, a copy of the Proposed Budget for FY 2024-25 has been posted electronically with the City Council Agenda for public review and in the Office of the Deputy City Clerk; and

WHEREAS, the City Council conducted a duly noticed public hearing to consider the proposed budget on June 12, 2024.

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

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

SECTION 2. The budget for the City of Irwindale for Fiscal Year 2024-25, was prepared and submitted by the City Manager, and as modified by the City Council, is hereby approved and adopted. The operating and capital budget amounts are hereby authorized for the fiscal year within departments by fund, as listed on Exhibit A.

SECTION 3. From the effective date of said budget, the total amount as stated therein for each departmental activity account shall be appropriated subject to expenditure pursuant to all applicable ordinances of the City and statutes of the State. The operating budget may be reallocated by the City Manager or Director of Finance providing there is no change in the total appropriations within any funds as authorized by the City Council.

SECTION 4. At the close of the fiscal year, unexpended appropriations in the operating budget will be unencumbered as necessary to underwrite the expense of outstanding purchase commitments. Unexpended appropriations for any authorized, but uncompleted expenditures and/or projects may be carried forward to the next succeeding budget upon approval by the City Manager or Director of Finance.

SECTION 5. Total appropriations within the funds will be increased only by amendment of the budget by resolution approved by the City Council.

SECTION 6. The City Manager may reduce expenditure appropriations within funds as a method of fiscal control, and the Director of Finance may adjust revenue estimates to reflect economic change during the fiscal period.

SECTION 7. The Director of Finance is hereby authorized to transfer monies in accordance with the interfund transfers listed in said budget, and to transfer monies to cover operational expenditures of the City through transfers of funds in such amounts, and at such times during the fiscal year as may be determined necessary to the competent

operation and control of City business, or to provide adequate cash flow, except that no such transfer shall be made in contravention of State law or City ordinances.

SECTION 8. Adjustments made by the City Council during the budget hearing and documented in the minutes for this action will be incorporated with the final printed budget document. The City Manager or Director of Finance is hereby authorized to approve any corrections in the budget document that are clerical in nature. Additionally, the City Council may amend the budget at any time by adoption of appropriate budget resolutions.

SECTION 9. The Chief Deputy City Clerk shall certify the passage of this Ordinance and shall cause the same to be posted in accordance with law.

PASSED, APPROVED, AND ADOPTED this 26th day of June 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, CMC
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, California, do hereby certify that the foregoing Ordinance No. 779 was duly introduced at a regular City Council meeting held on the 12th day of June 2024, and adopted at a regular meeting of the City Council held on the 26th day of June 2024, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 779, adopted by the City Council of the City of Irwindale at its regular meeting held June 26, 2024, to be posted at the City Hall, Library, and Post Office in June 26, 2024.

Dated: June 26, 2024

_____
Laura M. Nieto, CMC
Deputy City Clerk

Exhibit A

City of Irwindale
FY 2024-2025
Budget Summary

Fund No	Fund		FY 2024-25 Revenues	FY 2024-25 Expenditures	Surplus (Deficit) FY 2024-25
General Fund					
01	General Fund	On-Going Budget	$ 25,844,087	$ (27,470,902)	$ (1,626,815)
		Capital/One-Time Items	$ 2,518,405	$ -	$ 2,518,405
		Capital Projects Transfers	$ -	$ (800,000)	$ (800,000)
		TOTAL GENERAL FUND	$ 28,362,492	$ (28,270,902)	$ 91,590
Irwindale Housing Authority Fund					
11	Irwindale Housing Authority		$ 400	$ (7,330)	$ (6,930)
12	IHA-Low/Mod Housing Asset Fund		$ 25,000	$ (543,330)	$ (518,330)
		TOTAL HOUSING AUTHORITY FUNDS	$ 25,400	$ (550,660)	$ (525,260)
Mining Impact Fund					
13	Mining Impact	On-Going Budget	$ 4,275,000	$ (5,897,958)	$ (1,622,958)
		Capital/One-Time Items	$ -	$ (180,594)	$ (180,594)
		Capital Project Transfers	$ -	$ (472,771)	$ (472,771)
		TOTAL MINING IMPACT FUND	$ 4,275,000	$ (6,551,323)	$ (2,276,323)
Reclamation Authority					
14	Reclamation Fund		$ 68,970	$ (48,970)	$ 20,000
19	Olive Pit Royalty Fund		$ 2,022,320	$ (2,000,000)	$ 22,320
		TOTAL RECLAMATION AUTHORITY FUNDS	$ 2,091,290	$ (2,048,970)	$ 42,320
Grants & Special Revenue Funds					
15	AB939 Recycling Fund		$ 363,480	$ (367,260)	$ (3,780)
21	State Gas Tax Fund		$ 84,842	$ (84,842)	$ -
22	Air Quality Improvement Fund		$ 750	$ (750)	$ -
25	Proposition A Fund		$ 41,762	$ (41,762)	$ -
26	Proposition C Fund		$ 34,599	$ (34,599)	$ -
27	Measure R Fund		$ 25,949	$ (25,949)	$ -
28	TDA Article 3 Fund		$ 5,000	$ (5,000)	$ -
29	Measure M Fund		$ 29,409	$ (29,409)	$ -
30	Measure W Fund		$ 400,000	$ (400,000)	$ -
32	Community Development Block Grant Fund		$ 8,243	$ (8,243)	$ -
		TOTAL GRANT & SPECIAL REVENUE FUNDS	$ 994,034	$ (997,814)	$ (3,780)
Assessment Districts					
44	Street Light Assmt District-IBC Fund		$ 16,420	$ (16,420)	$ -
45	Sewer Maintenance Assmt District-IBC Fund		$ 123,080	$ (48,080)	$ 75,000
		TOTAL ASSESSMENT DISTRICT FUNDS	$ 139,500	$ (64,500)	$ 75,000
Capital Projects Fund					
47	Development Impact Fund		$ 1,055,607	$ -	$ 1,055,607
48	Capital Projects Fund		$ 1,598,000	$ (1,573,000)	$ 25,000
		TOTAL CAPITAL PROJECT FUNDS	$ 2,653,607	$ (1,573,000)	$ 1,080,607
TOTAL BUDGET - ALL FUNDS:			**$ 38,541,323**	**$ (40,057,168)**	**$ (1,515,845)**

RESOLUTION NO. 2024-26-3503

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-2025

WHEREAS, Article XIIIB of the California Constitution requires that each entity of government establish appropriations limit each year; and

WHEREAS, Article XIIIB, as amended by Proposition 111, allows cities to annually increase the appropriations limit by two factors: (1) either the city population change or the population growth of the entire county and (2) either the change in California per capita income or the change in the local assessment roll due to non-residential construction; and

WHEREAS, Article XIIIB, as amended, further provides that the current year's appropriations limit for each city shall be the 1986-87 appropriations limit adjusted from that year forward by growth factors as provided by Proposition 111; and

WHEREAS, a city must select by a vote of the City Council the cost-of-living factors to compute its appropriations limit. The city may select either the percentage change in California per capita income or the percentage change in local assessment roll due to non-residential new construction, and either the city's own population growth or that of the county as the adjustment options; and

WHEREAS, the City Council of the City of Irwindale now desires to select the cost-of-living factors to compute the appropriations limit and set the appropriations limit for Fiscal Year 2024-2025.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

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

SECTION 2. The percentage change in the Per Capita Personal Income Factor, and the population growth in the city are selected as the adjustment factors to compute the appropriations limit, as presented in “Exhibit A,” attached hereto.

SECTION 3. The City of Irwindale appropriations limit for Fiscal Year 2024-2025 is determined to be $14,089,384,582.

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

PASSED, APPROVED AND ADOPTED this 12th day of June 2024.

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, CMC
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. 2024-26-3503 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 12th day of June 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

RESOLUTION NO. HA 2024-04-142

A RESOLUTION OF THE BOARD OF THE IRWINDALE HOUSING AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025

WHEREAS, the Irwindale Housing Authority received the Proposed Budget for FY 2024-25 ("Proposed Budget"); and

WHEREAS, a copy of the Proposed Budget for FY 2024-25 has been posted electronically with the Housing Authority Agenda for public review and in the Office of the Deputy City Clerk; and

WHEREAS, the Proposed Budget for the Irwindale Housing Authority is included as part of the FY 2024-25 Annual Budget document for the City of Irwindale and was reviewed by the Housing Authority Board during the joint special meeting on June 12, 2024.

NOW, THEREFORE, THE BOARD OF THE IRWINDALE HOUSING AUTHORITY DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

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

SECTION 2. The Proposed Budget for the Irwindale Housing Authority for Fiscal Year 2024-2025, on file in the Office of the City Clerk of the City of Irwindale, incorporated herein by reference, and attached hereto, is hereby approved, and adopted, as listed on Exhibit A.

SECTION 3. The Housing Authority Assistant Secretary shall certify to the adoption of this Resolution, which shall in turn have immediate effect.

PASSED, APPROVED, AND ADOPTED this 12th day of June 2024.

_____
Albert F. Ambriz, Chair

ATTEST:

_____
Laura M. Nieto, CMC
Assistant Secretary

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

I, Laura M. Nieto, Assistant Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Resolution No. HA 2024-04-142 was adopted at a regular meeting of the Irwindale Housing Authority held on June 12th, 2024, by the following vote:

AYES: Commissioners:

NOES: Commissioners:

ABSENT: Commissioners:

ABSTAIN: Commissioners:

_____
Laura M. Nieto, CMC
Assistant Secretary
Irwindale Housing Authority

RESOLUTION NO. RA 2024-02-041

A RESOLUTION OF THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025

WHEREAS, the Irwindale Reclamation Authority received the proposed budget for FY 2024-25 ("Proposed Budget"); and

WHEREAS, a copy of the Proposed Budget has been on file in the Office of the City Clerk and the Library for public review; and

WHEREAS, the Proposed Budget for the Irwindale Reclamation Authority is included as part of the FY 2024-25 Annual Budget document for the City of Irwindale and was reviewed by the Reclamation Authority Board during the joint special meeting on June 12, 2024.

NOW, THEREFORE, THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

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

SECTION 2. The Proposed Budget for the Irwindale Reclamation Authority for Fiscal Year 2024-2025, on file in the Office of the City Clerk of the City of Irwindale, incorporated herein by reference, and attached hereto, is hereby approved, and adopted, as listed on Exhibit A.

SECTION 3. The Reclamation Authority Acting Assistant Secretary shall certify to the adoption of this Resolution, which shall in turn have immediate effect.

PASSED, APPROVED, AND ADOPTED this 12th day of June 2024.

_____
Albert F. Ambriz, Chair

ATTEST:

_____
Laura M. Nieto, CMC
Assistant Secretary

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

I, Laura M. Nieto, Assistant Secretary of the Irwindale Reclamation Authority, do hereby certify that the foregoing Resolution No. RA 2024-02-041 was adopted at a regular meeting of the Irwindale Reclamation Authority held on June 12th, 2024, by the following vote:

AYES: Commissioners:

NOES: Commissioners:

ABSENT: Commissioners:

ABSTAIN: Commissioners:

_____
Laura M. Nieto
Assistant Secretary
Irwindale Reclamation Authority

Item #22.C.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: GPA 02-2024 A revision to the General Plan Map to change the existing General Plan designation of select properties from Parks to Public/Institutional

City Manager's Recommendation:

That the City Council **adopt Resolution No. 2024-37-3514**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AND ADOPTING THE CITY-INITIATED APPLICATION TO AMEND THE COMMUNITY DEVELOPMENT ELEMENT AND LAND USE PLAN MAP OF THE CITY'S GENERAL PLAN (GPA NO. 02-2024) FROM PARK TO PUBLIC/INSTITUTIONAL FOR SELECTED AREAS OF PROPERTIES LOCATED AT: (5050 IRWINDALE AVENUE AND 16053 CALLE DE PASEO (APNS 8417-030-901, 8417-030-902, 8417-031-900), AND FIND THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3)."

Administrative Action:

Submitted / Prepared by:

Marilyn Simpson, AICP, Community Development Director

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

BACKGROUND

The Irwindale General Plan serves as the blueprint for future planning and development in the City. It indicates the City's vision for the future through the policies and plans that are designed to shape the physical development of the community. Staff proposes to update the General Plan Map for consistency of the existing public uses. The Zoning Code, Zoning Map, and related zoning designations are required to be consistent with the General Plan and will be updated separately. A Parcel Map will be processed separately for the areas with the buildings currently developed and utilized for public/institutional use.

Due to inconsistencies throughout the City, there are multiple non-conforming uses, including the public uses at the Civic Center campus. In this case, the inconsistency would hinder the construction of the proposed new library at the Civic Center. The inconsistency issue was discovered during research for the proposed Irwindale Public Library project. The General Plan map shows the entire Civic Center campus designation as Parks, which is inconsistent with public uses such as City Hall, the police station, the maintenance building, and the existing library and recreation building. Public/Institutional uses include buildings and uses such as a City Hall, a police station, maintenance, and a public library. The following excerpts from the adopted General Plan describe the Parks and Public/Institutional uses:

Parks. This land use designation applies exclusively to all passive and active park areas in the City. Land uses within the Parks designation are limited to open space and indoor/outdoor recreation facilities. Building intensities within this land use designation will vary, although intensities must not exceed a FAR of 0.5 to 1.0

Public/Institutional Uses. The existing school, government offices, churches, and the library all fall within the Public/Institutional land use designation. These uses are scattered throughout the City. Building intensities within this land use designation will vary, although intensities cannot exceed a FAR of 0.5 to 1.0.

The success of a General Plan rests upon the appropriate designations for both the General Plan and Zoning Code and consistency between the two documents for transparency and good planning.

The General Plan (GP), adopted in 2008, identifies certain areas on the Civic Center campus as Public/Institutional, but a General Plan Amendment was not processed at that time to include public uses and the GP designation remains Park. The Civic Center public uses are inconsistent with the current General Plan designation of Parks. The General Plan also called for the creation of a new zoning district that was compatible with Public/Institutional, but that was also never created. The Comprehensive Zoning Code Update (Update) that was recommended for approval to the City Council by the Planning Commission addresses the zoning inconsistency with a proposed zoning designation of Public/Semi-Public. The Update project is still in process after the City Council directed the item to be returned to the Planning Commission. While pending the completion of the Update, City initiated projects, including the new library, need to move forward. The City received a grant with a deadline of March 2026 for the construction of the library. The completion of the GPA No. 02-2024 regarding public buildings and uses is necessary given the timeline set by the grant.

GENERAL PLAN AND ZONING

Approval of a General Plan Amendment is required to be made by the affirmative vote of not less than a majority of the total membership of the City Council. The proposed change to the General Plan Map will remedy the existing designation inconsistency. The general plan map will be updated to reflect the proposed changes.

Civic Center Vicinity Map

PLANNING COMMISSION REVIEW

On May 15, 2024, GPA No. 02-2024 was presented to the Planning Commission. At that public hearing, the Planning Commission unanimously recommended that the City Council approve GPA No. 02-2024.

PUBLIC NOTICE

On May 30, 2024, the property owners within 500 feet of the subject property were notified by mail. The public notice was also published in the newspaper on May 31, 2024.

ENVIRONMENTAL REVIEW

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Project has been determined to qualify for a general rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the General Plan Amendment, by itself, will have a significant effect on the environment. However, any proposed physical development will undergo its own CEQA review when the entitlement is considered.

Fiscal Impact:

There is no cost with the City Council approval of the General Plan Amendment.

Attachments:

1. Attachment A: Resolution No. 2024-37-3514
2. Attachment B: Existing Irwindale Library - GP
3. Attachment C: Proposed GPA No. 02-2024 MAP
4. Attachment D: May 15, 2024 Planning Commission Agenda staff report, resolution, and exhibits

ATTACHMENT "A"

RESOLUTION NO. 2024-37-3514

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AND ADOPTING THE CITY-INITIATED APPLICATION TO AMEND THE COMMUNITY DEVELOPMENT ELEMENT AND LAND USE PLAN MAP OF THE CITY'S GENERAL PLAN (GPA NO. 02-2024) FROM PARKS TO PUBLIC/INSTITUTIONAL FOR SELECTED AREAS OF PROPERTIES LOCATED AT: (5050 IRWINDALE AVENUE AND 16053 CALLE DE PASEO (APNS 8417-030-901, 8417-030-902, 8417-031-900), AND FIND THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3)

WHEREAS, a city has the power make and enforce regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals, or the public safety; and

WHEREAS, in executing that power, a city council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, The City of Irwindale, 5050 Irwindale Avenue, Irwindale, CA 91706, acting as the Applicant, has initiated the request for a General Plan Amendment (GPA No. 02-2024) to reconcile inconsistencies on the City's Zoning Map and make appropriate changes to support the highest and best use and modify the General Plan Map to remedy inconsistencies between existing uses and the current General Plan land use designation at the above referenced properties; and

WHEREAS, on May 15, 2024, the Planning Commission held a duly noticed public hearing, as required by law, and adopted Resolution No. 825(24), recommending that the City Council adopt a resolution approving the City-initiated application for General Plan Amendment No. 02-2024, an amendment to the General Plan Map designation for three (3) parcels of land located at the above referenced locations; and

WHEREAS, on June 12, 2024, the City Council held a duly noticed public hearing, as required by law, on the proposed General Plan Amendment No. 02-2024 to receive testimony and other evidence regarding the proposed General Plan Amendment, including without limitation, information provided to the City Council by City staff; and

WHEREAS, Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Planning Commission recommends that the City Council determine that the Project qualifies for a General Rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the General Plan Amendment, by itself, will have a significant effect on the environment; and

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

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

SECTION 1. The facts set forth in the recitals in this Resolution are true and correct and incorporated herein by reference.

SECTION 2. The City Council finds that the proposed General Plan Amendment from Parks to Public/Institutional is intended to encourage the highest and best use for the subject properties and is determined to be in the best interests and welfare of the City and its residents.

SECTION 3. The City Council finds that the proposed General Plan Amendment is internally consistent with all other provisions of the General Plan. The Community Development Element of the General Plan promotes several policies that support the proposed entitlement. Community Development Element Policy 1 strives to preserve the overall mix of land uses and development in the community. Community Development Element Policy 3 seeks to ensure that the type, location, and intensity of all new development and intensified developments adhere to the requirements specified in its particular land use category. Community Development Element Policy 5 promotes the comprehensive development consistent with the General Plan as opposed to piecemeal and incremental planning.

SECTION 4. The proposed General Plan Amendment will not be detrimental to the public interest, health safety, convenience, or welfare of the City. The purpose of the proposed General Plan Amendment is to properly remedy inconsistencies with previously adopted ordinances and inconsistencies with the General Plan. The proposed changes to the General Plan Map will remedy the existing inconsistencies and non-conformities that were specifically caused by such. The maps will be updated to reflect the proposed changes.

SECTION 5. The affected properties are physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 6. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, City Council determines that the Project qualifies for a General Rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with

certainty that there is no possibility that the General Plan Amendment, by itself, will have a significant effect on the environment.

SECTION 7. If any section, subsection, sentence, clause or phrase of this resolution 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 resolution. The City Council hereby declares that it would have passed this resolution 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 8. Based upon substantial evidence and testimony received at public hearing and the findings and conclusions set forth hereinabove, the City Council of Irwindale hereby adopts and approves proposed General Plan Amendment No. 02-2024 to change the General Plan Map as shown in attached "Attachment C".

SECTION 9. The Chief Deputy City Clerk shall certify to the adoption of this resolution. This resolution shall take effect consistent with the effective date of the General Plan Amendment.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 12th day of June, 2024.

_____
Albert F. Ambriz, 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. 2024-37-3514 was adopted at a regular meeting of the Irwindale City Council held on the 12th day of June, 2024, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Irwindale Existing General Plan Map

Sources: ESRI, LA County, Irwindale

Dated: 05/08/24

Proposed General Plan Amendment No. 02-2024

Sources: ESRI, LA County, Irwindale
Dated: 05/08/24

CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

Date: May 15, 2024 **Agenda Item No. 4-B**

To: Honorable Chair and Members of the Planning Commission

From: Marilyn Simpson, AICP, Community Development Director

Project Planner: Marilyn Simpson, AICP, Community Development Director

Project: General Plan Amendment (Map) No. 02-2024
Revision of the General Plan Map to change the existing General Plan designation of select properties from Park to Public/Institutional for property located at 5050 IRWINDALE AVENUE AND 16053 CALLE DE PASEO (APNS 8417-030-901, 8417-030-902, 8417-031-900).

Applicant: City of Irwindale

Property Owners: City of Irwindale

Project Locations: **5050 N. Irwindale Avenue, 16053 Calle de Paseo - (APNS 8417-030-901, 8417-030-902, 8417-031-900)**

Staff Recommendation: That the Planning Commission adopt Resolution No. 825(24) recommending that the City Council approve General Plan Amendment No. 02-2024 to revise the General Plan Map to change the existing General Plan designation of certain areas with public buildings and uses in the Civic Center campus from Park to Public/Institutional.

REQUEST

The City-initiated proposal will revise the General Plan Map to reconcile the inconsistency of the existing public uses and the map and make the appropriate change to support the highest and best use.

BACKGROUND/HISTORY

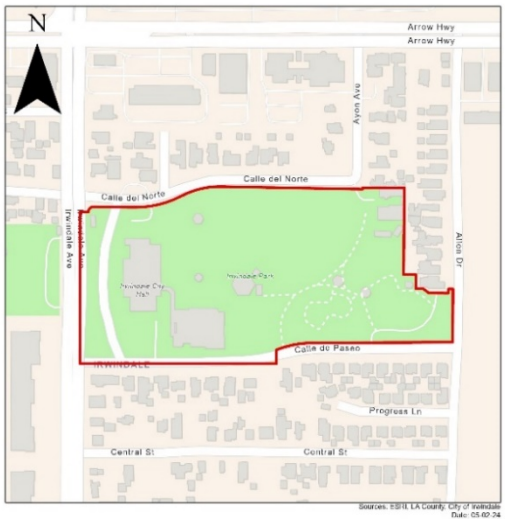
The Irwindale General Plan serves as the blueprint for future planning and development in the City. It indicates the City's vision for the future through the policies and plans that are designed to shape the physical development of the community. The Irwindale General Plan acknowledges the City's previous planning efforts, the established land use patterns in the community, and adopted development policy. Staff proposes to update the General Plan Map for consistency of the existing public uses.The Zoning Code, Map, and related zoning designations, are required to be consistent with the General Plan and will be updated

separately. A Parcel Map will be processed separately for the areas with the buildings currently developed and utilized for public/institutional use.

Due to inconsistencies throughout the City, there are multiple non-conforming uses, including the public uses at the Civic Center campus. In this case, the inconsistency would hinder the construction of the proposed new library at the Civic Center. The inconsistency issue was discovered during research for the proposed Irwindale Public Library project. The General Plan map shows the entire Civic Center campus designation as Park, which is inconsistent with public uses such as City Hall, the police station, the maintenance building, and the existing library and recreation building. Public/Institutional uses include buildings and uses such as a City Hall, a police station, maintenance, and a public library. The following excerpts from the adopted General Plan describe the Park and Public/Institutional uses:

> **Parks.** This land use designation applies exclusively to all passive and active park areas in the City. Land uses within the Parks designation are limited to open space and indoor/outdoor recreation facilities. Building intensities within this land use designation will vary, although intensities must not exceed a FAR of 0.5 to 1.0
>
> **Public/Institutional Uses**. The existing school, government offices, churches, and the library all fall within the Public/Institutional land use designation. These uses are scattered throughout the City. Building intensities within this land use designation will vary, although intensities cannot exceed a FAR of 0.5 to 1.0.

Civic Center Vicinity Map



The success of a General Plan rests upon the appropriate designations for both the General Plan and Zoning Code. Additionally, there should be consistency between the General Plan and Zoning as a common-sense approach to planning and transparency.

On May 2, 2024, the property owners and property owners within 500 feet of the subject property were notified by mail. The public notice was also published in the newspaper on May 3, 2024.

The General Plan (GP), adopted in 2008, identifies certain areas on the Civic Center campus as Public/Institutional, but a General Plan Amendment was not processed at that time to include public uses and the GP designation remains Park. The Civic Center public uses are inconsistent with the current General Plan designation of Park. The General Plan also called for the creation of a new zoning district that was compatible with Public/Institutional, but that was also never created. The Comprehensive Zoning Code Update (Update) that was recommended for approval to the City Council by the Planning Commission addresses the zoning inconsistency with a proposed zoning designation of Public/Semi-Public. The Update project is still in process after the City Council directed the item to be returned to the Planning Commission. While pending the completion of the Update, City initiated projects, including the new library, need to move forward. The City received a grant with a deadline of March 2026 for the construction of the library. The completion of the GPA No. 02-2024 regarding public buildings and uses is necessary given the timeline set by the grant.

GENERAL PLAN AND ZONING

A recommendation for approval of a General Plan Amendment is required to be made by the affirmative vote of not less than a majority of the total membership of the Planning Commission. The proposed change to the General Plan Map will remedy the existing designation inconsistency. The map will be updated to reflect the proposed changes.

ENVIRONMENTAL REVIEW

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Project has been determined to qualify for a general rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the General Plan Amendment, by itself, will have a significant effect on the environment. However, any proposed physical development will undergo its own CEQA review when the entitlement is considered.

CONCLUSION/RECOMMENDATION

Staff recommends that the Planning Commission take the following action:

1. Adopt Resolution No. 825(24) recommending that the City Council approve General Plan Amendment No. 02-2024

Alternative Actions:

2. Request that Staff prepare a resolution of denial based on recommended findings of fact to be brought back at the next regularly Planning Commission meeting for adoption; OR

3. Request that Staff revise the project and continue the hearing to a date certain.

ATTACHMENTS:

Exhibit A: Resolution No. 825(24)
Exhibit B: Existing General Plan Map
Exhibit C: Proposed General Plan Map

EXHIBIT "A"

RESOLUTION NO. 825(24)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL OF IRWINDALE AMEND THE COMMUNITY DEVELOPMENT ELEMENT AND LAND USE PLAN MAP OF THE CITY'S GENERAL PLAN (GPA NO. 02-2024) FROM PARK TO PUBLIC/INSTITUTIONAL FOR SELECTED AREAS OF PROPERTIES LOCATED AT: (5050 IRWINDALE AVENUE AND 16053 CALLE DE PASEO (APNS 8417-030-901, 8417-030-902, 8417-031-900), AND FIND THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3)

A. RECITALS.

(i) The City of Irwindale, 5050 Irwindale Avenue, Irwindale, CA 91706, acting as the Applicant, has initiated the request for a General Plan Amendment (GPA No. 02-2024) to reconcile inconsistencies on the City's Zoning Map and make appropriate changes to support the highest and best use and modify the General Plan Map to remedy inconsistencies between existing uses and the current General Plan land use designation at the above referenced properties; and

(ii) The Planning Commission has considered proposed General Plan Amendment No. 02-2024, an amendment to the General Plan Map designation for three (3) parcels of land located at the above referenced locations; and

(iii) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Project has been determined to qualify for a General Rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the General Plan Amendment, by itself, will have a significant effect on the environment. However, the proposed physical development will undergo its own CEQA review when the entitlement is considered; and

(iv) On May 15, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application and recommended that the City Council approve the General Plan Amendment, subject to the approval of a Resolution, which details the specific conditions under which the application is approved.

(v) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

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

1. The Planning Commission hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct and are incorporated herein by this reference.

2. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, and evidence in the City's record for the project, this Planning Commission hereby specifically finds as follows:

    a. The proposed General Plan Amendment from Park to Public/Institutional is intended to encourage the highest and best use for the subject properties and is determined to be in the best interests and welfare of the City and its residents.

    b. The proposed General Plan Amendment is internally consistent with all other provisions of the General Plan. The Community Development Element of the General Plan promotes several policies that support the proposed entitlement. Community Development Element Policy 1 strives to preserve the overall mix of land uses and development in the community. Community Development Element Policy 3 seeks to ensure that the type, location, and intensity of all new development and intensified developments adhere to the requirements specified in its particular land use category. Community Development Element Policy 5 promotes the comprehensive development consistent with the General Plan as opposed to piecemeal and incremental planning.

    c. The proposed General Plan Amendment will not be detrimental to the public interest, health safety, convenience, or welfare of the City. The purpose of the proposed General Plan Amendment is to properly remedy inconsistencies with previously adopted ordinances and inconsistencies with the General Plan. If adopted, the proposed changes to the General Plan Map will remedy the existing inconsistencies and non-conformities that were specifically caused by such. The maps will be updated to reflect the proposed changes.

    d. The affected properties are physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public

services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

3. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Planning Commission recommends that the City Council determine that the Project qualifies for a General Rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the General Plan Amendment, by itself, will have a significant effect on the environment.

4. Based upon substantial evidence and testimony received at public hearing and the findings and conclusions set forth hereinabove, the Planning Commission hereby recommends the City Council adopt and approve proposed General Plan Amendment No. 02-2024 to change the General Plan Map as shown in attached “Exhibit B”.

The Secretary shall:

a. Certify to the adoption of this Resolution; and

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

ADOPTED AND APPROVED this 15th day of May 2024.

Maricela Frymark, Acting Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, AICP, Secretary

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

I, Marilyn Simpson, AICP, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 15th day of May 2024, by the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

_____
Marilyn Simpson, AICP, Secretary

Irwindale Existing General Plan Map

EXHIBIT "B"

Sources: ESRI, LA County, Irwindale

Dated: 05/08/24

Proposed General Plan Amendment No. 02-2024

EXHIBIT "C"

Sources: ESRI, LA County, Irwindale

Dated: 09/06/24

Item #22.D.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Zone Ordinance Amendment No. 01-2024, An exemption of public projects from the Irwindale Zoning Code

City Manager's Recommendation:

Adopt Ordinance No. 778, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING AND ADDING SECTION 17.04.090 ("PUBLIC PROJECT EXEMPTION") TO CHAPTER 17.04 ("GENERAL PROVISIONS AND REGULATIONS") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE TO EXEMPT PUBLIC PROJECTS FROM THE ZONING CODE," and find the project exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3)

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Prepared by:

Jamie Traxler, Assistant City Attorney

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:
Julian A. Miranda, City Manager

Background and Analysis:

BACKGROUND

The City-initiated proposal will amend the Irwindale Zoning Code to exempt City-initiated public projects from the permitting requirements of the code. The City of Irwindale does not currently exempt its City-initiated development and public projects from the Irwindale Zoning Code, set forth in Title 17 of the Irwindale Municipal Code. This means that when the City initiates a project, the City must obtain approvals from the Planning Commission and City Council, just as any other project applicant. This would include Site Plan and Design Review approval.

Because the City has the authority to institute its own land use regulations and has the power to make and enforce regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals, or the public safety, the City may exempt itself from the land use regulations and permitting requirements set forth in the Zoning Code. This would improve the efficiency of public projects by eliminating the need to seek project development approvals, use permits, or zone changes following City Council direction to initiate a public project.

Exempting the City from its Zoning Code would authorize City Staff to process any City-initiated projects administratively and would negate the need for the City to request entitlements from the Planning Commission and City Council in order to build City projects.

The proposed exemption would be added to the Irwindale Municipal Code as Section 17.04.090, and would exempt any City initiated project for public purposes by the City of Irwindale (Exhibit A to Ordinance No. 778). This is consistent with the City of Irwindale's General Plan because the General Plan contemplates that public land would be used for various governmental activities, including government offices, schools, hospitals, and libraries, and projects initiated for the benefit of general public welfare. The proposed Ordinance is in the best interest of the public health, safety, and welfare of the community. The Public Project Exemption will improve the efficiency of implementation of public projects directed by the City Council by eliminating the need to comply with specific development standards.

ENVIRONMENTAL REVIEW

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Project has been determined to qualify for a general rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Zoning Code Amendment, by itself, will have a significant effect on the environment.

PLANNING COMMISSION REVIEW

On May 15, 2024, ZOA No. 01-2024 was presented to the Planning Commission. At that public hearing, the Planning Commission unanimously recommended that the City Council approve ZOA No. 01-2024 with the additional recommendation to provide direction to City staff to prepare an administrative policy for public participation on future proposed City facilities.

PUBLIC NOTICE

The public notice was published in the newspaper on May 31, 2024.

ENVIRONMENTAL REVIEW
Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Project has been determined to qualify for a general rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the General Plan Amendment, by itself, will have a significant effect on the environment. However, any proposed physical development will undergo its own CEQA review when the entitlement is considered.

Fiscal Impact:

There is no cost with the City Council approval of the Zone Ordinance Amendment.

Attachments:

1. Attachment A: Ordinance No. 778
2. Attachment B: May 15, 2024 PC Report

ORDINANCE NO. 778

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING AND ADDING SECTION 17.04.090 ("PUBLIC PROJECT EXEMPTION") TO CHAPTER 17.04 ("GENERAL PROVISIONS AND REGULATIONS") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE TO EXEMPT PUBLIC PROJECTS FROM THE ZONING CODE

WHEREAS, a city has the power make and enforce regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals, or the public safety**;** and

WHEREAS, in executing that power, a city council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, Title 17 of the Irwindale Municipal Code ("Zoning"), otherwise known as the Zoning Code, regulates land use and development within the City of Irwindale ("City") to protect the public health, safety, and welfare of its residents; and

WHEREAS, the City Council desires to improve the efficiency of public projects by eliminating the need to seek project approvals following City Council direction to initiate a project; and

WHEREAS, the City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines Sections 15061(b)(3) on the grounds that it can be seen with certainty that the activity in question will have no significant effect on the environment; and

WHEREAS, on May 15, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, regarding the proposed Ordinance to receive testimony and other evidence regarding the proposed Ordinance, including without limitation, information to the Planning Commission by City staff; and

WHEREAS, on May 15, 2024 the Planning Commission adopted Resolution No. 826(24), recommending that the City Council approve proposed Ordinance No. 778, adding the Public Project Exemption to Chapter 17.04 of Title 17 of the Irwindale Municipal Code (Exhibit A); and

WHEREAS, the City Council now desires to approve the Public Project Exemption in order to further protect the public health, safety, and welfare of its residents; and

WHEREAS, the proposed Ordinance is consistent with and will implement the City's vision, goals, and policies of the Irwindale 2020 General Plan; and

WHEREAS, on June 12, 2024, the City Council held a duly noticed public hearing, as required by law, on the proposed Ordinance to receive testimony and other evidence regarding the Public Project Exemption, including without limitation, information provided to the City Council by City staff; and

WHEREAS, the Public Project Exemption is authorized pursuant to Section 400 of the City Charter and Section 7, Article XI of the California Constitution as a police powers measure to improve the public welfare of the City; and

WHEREAS, consistent with the City Charter, the Public Project Exemption may be established by ordinance; and

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

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

SECTION 1. That the recitals in this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Based upon substantial evidence and testimony taken from the record as a whole, and received at the public hearing, both oral and written, including the recommendation of the Planning Commission, the staff report, and all attachments thereto, all of which shall constitute the entire record of the matter, the City Council hereby finds that the proposed Public Project Exemption is consistent with and will implement the City's vision, goals, and policies of the Irwindale 2020 General Plan. The City Council further finds that the Public Project Exemption is consistent with state law, and the proposed Ordinance is in the interest of the public.

In particular, the proposed Ordinance is in the best interest of the public health, safety, and welfare of the community. The Public Project Exemption will improve the efficiency of implementation of public projects directed by the City Council by eliminating the need to comply with specific development standards.

SECTION 3. The City Council hereby adopts and adds section 17.04.090 ("Public Project Exemption") to Chapter 17.04 ("General Provisions and Regulations") of Title 17 ("Zoning") of the Irwindale Municipal Code to read in its entirety as follows:

"17.04.090 -- Public Project Exemption

Notwithstanding any other lawful exemptions to zoning regulations, the provisions of this title shall not apply to any City initiated buildings, improvements, lots or premises owned, leased, operated or controlled by the City for public purposes, or any City project for public purposes by the City of Irwindale."

SECTION 4. The City Council hereby finds and determines based on the independent judgment of the City Council, after consideration of the whole of the administrative record, that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines Sections 15061(b)(3) on the grounds that it can be seen with certainty that the activity in question will have no significant effect on the environment.

SECTION 5. 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, 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 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage. City staff are directed and authorized to inform and educate the public regarding the adoption of this Ordinance prior to it taking effect.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 12th day of June, 2024.

_____
Albert F. Ambriz, 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. 778 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on June 12, 2024, and duly adopted at a

regular meeting of the City Council of the City of Irwindale held on June 26, 2024, 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. 778 adopted by the City Council of the City of Irwindale at its regular meeting held June 26, 2024, to be posted at the City Hall, Library, and Post Office on June 27, 2024.

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

EXHIBIT A

17.04.090 – Public Project Exemption.

"Notwithstanding any other lawful exemptions to zoning regulations, the provisions of this title shall not apply to any City initiated buildings, improvements, lots or premises owned, leased, operated or controlled by the City for public purposes, or any City project for public purposes by the City of Irwindale."

CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

Date: May 15, 2024 **Agenda Item No. 4-C**

To: Honorable Chair and Members of the Planning Commission

From: Administration and Community Development Departments

Project: Zone Ordinance Amendment No. 01-2024
Exemption of public projects from the Irwindale Zoning Code

Applicant: City of Irwindale

Property Owners: City of Irwindale

Property Location: City-wide

Staff Recommendation: That the Planning Commission adopt Resolution No. 826(24) recommending that the City Council adopt Ordinance No. 778, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING AND ADDING SECTION 17.04.090 ("PUBLIC PROJECT EXEMPTION") TO CHAPTER 17.04 ("GENERAL PROVISIONS AND REGULATIONS") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE TO EXEMPT PUBLIC PROJECTS FROM THE ZONING CODE," and find the project exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3)

REQUEST

The City-initiated proposal will amend the Irwindale Zoning Code to exempt City-initiated public projects from the permitting requirements of the code.

BACKGROUND/HISTORY

The City of Irwindale does not currently exempt its City-initiated development and public projects from the Irwindale Zoning Code, set forth in Title 17 of the Irwindale Municipal Code. This means that when the City initiates a project, the City must obtain approvals from the Planning Commission and City Council, just as any other project applicant. This would include Site Plan and Design Review approval.

Because the City has the authority to institute its own land use regulations and has the power to make and enforce regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals, or the public safety, the City may exempt itself from the land use regulations and permitting requirements set forth in the Zoning Code. This would improve the efficiency of public projects

by eliminating the need to seek project development approvals, use permits, or zone changes following City Council direction to initiate a public project.

Exempting the City from its Zoning Code would authorize City Staff to process any City-initiated projects administratively and would negate the need for the City to request entitlements from the Planning Commission and City Council in order to build City projects.

The proposed exemption would be added to the Irwindale Municipal Code as Section 17.04.090, and would exempt any City initiated project for public purposes by the City of Irwindale. This is consistent with the City of Irwindale's General Plan because the General Plan contemplates that public land would be used for various governmental activities, including government offices, schools, hospitals, and libraries, and projects initiated for the benefit of general public welfare. The proposed Ordinance is in the best interest of the public health, safety, and welfare of the community. The Public Project Exemption will improve the efficiency of implementation of public projects directed by the City Council by eliminating the need to comply with specific development standards.

ENVIRONMENTAL REVIEW
Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Project has been determined to qualify for a general rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Zoning Code Amendment, by itself, will have a significant effect on the environment.

CONCLUSION/RECOMMENDATION
Staff recommends that the Planning Commission take the following action:

1. Adopt Resolution No. 826(24) recommending that the City Council approve Zone Ordinance Amendment No. 01-2024

Alternative Actions:

2. Request that Staff prepare a resolution of denial based on recommended findings of fact to be brought back at the next regularly Planning Commission meeting for adoption; OR

3. Request that Staff revise the project and continue the hearing to a date certain.

ATTACHMENTS:
Exhibit A: Resolution No. 826(24)
Exhibit B: Proposed Ordinance No. 778

EXHIBIT "A"

RESOLUTION NO. 826(24)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPT ORDINANCE NO. 778, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING AND ADDING SECTION 17.04.090 ("PUBLIC PROJECT EXEMPTION") TO CHAPTER 17.04 ("GENERAL PROVISIONS AND REGULATIONS") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE TO EXEMPT PUBLIC PROJECTS FROM THE ZONING CODE," AND FIND THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)

A. RECITALS.

(i) The City of Irwindale, 5050 Irwindale Avenue, Irwindale, CA 91706, acting as the Applicant, has initiated the request for a Zone Ordinance Amendment (ZOA No. 01-2024) to amend the Irwindale Zoning Code to exempt City-initiated public projects from the permitting requirements of the code; and

(ii) The City of Irwindale does not currently exempt its City-initiated development and public projects from the Irwindale Zoning Code, set forth in Title 17 of the Irwindale Municipal Code. This means that when the City initiates a project, the City must obtain approvals from the Planning Commission and City Council, just as any other project applicant; and

(iii) Because the City has the authority institute its own land use regulations and has the power make and enforce regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals, and the public safety, the City may exempt itself from the land use regulations and permitting requirements set forth in the Zoning Code. This would improve the efficiency of public projects by eliminating the need to seek project development approvals, use permits, or zone changes following City Council direction to initiate a public project; and

(iv) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Project has been determined to qualify for a General Rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the General Plan Amendment, by itself, will have a significant effect on the environment.

(v) On May 15, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application and recommended that the City Council approve the Zone Ordinance Amendment No. 01-2024.

(vi) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

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

1. The Planning Commission hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct and are incorporated herein by this reference.

2. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, and evidence in the City's record for the project, this Planning Commission hereby specifically finds as follows:

   a. The proposed Zone Ordinance Amendment is intended to encourage the highest and best use of public land, and improve the efficiency of implementation of public projects directed by the City Council by eliminating the need to comply with specific development standards, and is determined to be in the best interests and welfare of the City and its residents.

   b. The proposed Zone Ordinance Amendment is internally consistent with all other provisions of the General Plan. The Community Development Element of the General Plan contemplates that public land would be used for various governmental activities, including government offices, schools, hospitals, and libraries, and this includes projects initiated by the City for the benefit of general public welfare.

   c. The proposed Zone Ordinance Amendment will not be detrimental to the public interest, health safety, convenience, or welfare of the City. The purpose of the proposed Zone Ordinance Amendment is to allow for the more efficient processing of City initiated projects. The projects will be processed administratively and are still required to go through plan check and comply with all required local and state design and building standards.

3. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Planning Commission recommends that the City Council determine that the Project qualifies for a General Rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the General Plan Amendment, by itself, will have a significant effect on the environment.

4. Based upon substantial evidence and testimony received at public hearing and the findings and conclusions set forth hereinabove, the Planning Commission hereby recommends the City Council adopt and approve proposed Ordinance No. 778, attached hereto as Exhibit "A."

The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution to the City Council.

ADOPTED AND APPROVED this 15th day of May 2024.

Maricela Frymark, Acting Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, AICP, Secretary

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

I, Marilyn Simpson, AICP, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 15th day of May 2024, by the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Marilyn Simpson, AICP, Secretary

EXHIBIT "B"

ORDINANCE NO. 778

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING SECTION 17.04.090 ("PUBLIC PROJECT EXEMPTION") TO CHAPTER 17.04 ("GENERAL PROVISIONS AND REGULATIONS") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE TO EXEMPT PUBLIC PROJECTS FROM THE ZONING CODE

WHEREAS, a city has the power make and enforce regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals, or the public safety**;** and

WHEREAS, in executing that power, a city council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, Title 17 of the Irwindale Municipal Code ("Zoning"), otherwise known as the Zoning Code, regulates land use and development within the City of Irwindale ("City") to protect the public health, safety, and welfare of its residents; and

WHEREAS, the City Council desires to improve the efficiency of public projects by eliminating the need to seek project approvals following City Council direction to initiate a project; and

WHEREAS, the City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines Sections 15061(b)(3) on the grounds that it can be seen with certainty that the activity in question will have no significant effect on the environment; and

WHEREAS, on May 15, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, regarding the proposed Ordinance to receive testimony and other evidence regarding the proposed Ordinance, including without limitation, information to the Planning Commission by City staff; and

WHEREAS, on May 15, 2024 the Planning Commission adopted Resolution No. 826(24), recommending that the City Council approve proposed Ordinance No. 778, adding the Public Project Exemption to Chapter 17.04 of Title 17 of the Irwindale Municipal Code; and

WHEREAS, the City Council now desires to approve the Public Project Exemption in order to further protect the public health, safety, and welfare of its residents; and

WHEREAS, the proposed Ordinance is consistent with and will implement the City's vision, goals, and policies of the Irwindale 2020 General Plan; and

WHEREAS, on June 12, 2024, the City Council held a duly noticed public hearing, as required by law, on the proposed Ordinance to receive testimony and other evidence regarding the Public Project Exemption, including without limitation, information provided to the City Council by City staff; and

WHEREAS, the Public Project Exemption is authorized pursuant to Section 400 of the City Charter and Section 7, Article XI of the California Constitution as a police powers measure to improve the public welfare of the City; and

WHEREAS, consistent with the City Charter, the Public Project Exemption may be established by ordinance; and

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

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

SECTION 1. That the recitals in this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Based upon substantial evidence and testimony taken from the record as a whole, and received at the public hearing, both oral and written, including the recommendation of the Planning Commission, the staff report, and all attachments thereto, all of which shall constitute the entire record of the matter, the City Council hereby finds that the proposed Public Project Exemption is consistent with and will implement the City's vision, goals, and policies of the Irwindale 2020 General Plan. The City Council further finds that the Public Project Exemption is consistent with state law, and the proposed Ordinance is in the interest of the public.

In particular, the proposed Ordinance is in the best interest of the public health, safety, and welfare of the community. The Public Project Exemption will improve the efficiency of implementation of public projects directed by the City Council by eliminating the need to comply with specific development standards.

SECTION 3. The City Council hereby adopts and adds section 17.04.090 ("Public Project Exemption") to Chapter 17.04 ("General Provisions and Regulations") of Title 17 ("Zoning") of the Irwindale Municipal Code to read in its entirety as follows:

"17.04.090 -- Public Project Exemption

Notwithstanding any other lawful exemptions to zoning regulations, the provisions of this title shall not apply to any City initiated buildings, improvements, lots or premises owned, leased, operated or controlled by the City for public purposes, or any City project for public purposes by the City of Irwindale."

SECTION 4. The City Council hereby finds and determines based on the independent judgment of the City Council, after consideration of the whole of the administrative record, that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines Sections 15061(b)(3) on the grounds that it can be seen with certainty that the activity in question will have no significant effect on the environment.

SECTION 5. 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, 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 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage. City staff are directed and authorized to inform and educate the public regarding the adoption of this Ordinance prior to it taking effect.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 12th day of June, 2024.

_____
Albert F. Ambriz, 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. 778 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on June 12, 2024, and duly adopted at a regular meeting of the City Council of the City of Irwindale held on June 26, 2024, 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. 778 adopted by the City Council of the City of Irwindale at its regular meeting held June 26, 2024, to be posted at the City Hall, Library, and Post Office on June 13, 2024.

Dated:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT A

17.04.090 – Public Project Exemption.

Item #22.E.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Zone Change No. 01-2024

City Manager's Recommendation:

Staff recommends that the City Council continue Zone Change No. 01-2024 to a date certain, the June 26, 2024, City Council Meeting.

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Prepared by:

Brandi Jones, Senior Planner

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The City-initiated proposal will revise the Zoning Map to reconcile inconsistencies and make appropriate changes to support the highest and best uses for various parcels located on Meridian Street, Shrode Avenue, Citrusview Avenue, Park Rose Avenue, Ruelas Street, Ambriz Street and Mountain Avenue.

Fiscal Impact:

None

Attachments:

None

IRWINDALE CITY COUNCIL CHAMBERS **MAY 22, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **7:54 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 Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz

Absent: Councilmember Mark A. Breceda

Also Present: Julian A. Miranda, City Manager; Jamie Traxler, Assistant City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Armando Hegdahl, Management Analyst

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION — A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, to approve the Consent Calendar. The motion was unanimously approved; Councilmember Breceda absent and Councilmember Ortiz abstaining on Item No. 27A.

ITEM NO. 27A
MINUTES OF THE REGULAR MEETING HELD MAY 8, 2024

MINUTES OF THE REGULAR MEETING HELD MAY 8, 2024

The minutes of the regular meeting held April 24, 2024, were approved.

ITEM NO. 27B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 7:55 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

Successor Agency

May 2024
May 1 - 31, 2024

Number	Vendor Name	Date	Amount
WFB-25	2006 Sub Lien TA Ref Bond	5/10/2024	20,052.37
		Report Total:	20,052.37

IRWINDALE CITY COUNCIL CHAMBERS **MAY 22, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **7:55 P.M.**

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL: Present: Board Members Manuel R. Garcia, H. Manuel Ortiz; Vice Chair Larry G. Burrola; Chair Albert F. Ambriz

Absent: Board Member Mark A. Breceda

Also present: Julian A. Miranda, Executive Director; Jamie Traxler, Assistant General Counsel; Theresa Olivares, Assistant Executive Director; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Armando Hegdahl, Management Analyst

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION

A motion was made by Vice Chair Burrola, seconded by Board Member Ortiz, to approve the Consent Calendar. The motion was unanimously approved; Board Member Ortiz abstained on Item No. 33A and Board Member Breceda absent.

ITEM NO. 33A
MINUTES OF THE REGULAR MEETING HELD MAY 9, 2024

MINUTES OF THE REGULAR MEETING HELD MAY 9, 2024

The minutes of the regular meeting held April 24, 2024, were approved as presented.

ITEM NO. 33B
ACQUISITION OF 16154 – 16158 ARROW HIGHWAY, IRWINDALE

ACQUISITION OF 16154-16158 ARROW HIGHWAY, IRWINDALE CA

RESOLUTION NO. HA 2024-06-144 ADOPTED

Resolution No. HA 2024-06-144, entitled:

"A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY APPROVING THE ACQUISITION OF 16154-16158 ARROW HIGHWAY, IRWINDALE, CALIFORNIA, AUTHORIZING THE HOUSING COORDINATOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS, AND APPROVING THE APPROPRIATION OF FUNDS FROM LOW AND MODERATE INCOME HOUSING FUND 12," was adopted.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 7:57 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

IRWINDALE CITY COUNCIL CHAMBERS **MARCH 13, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **9:01 P.M.**

The Irwindale **RECLAMATION AUTHORITY** met in regular session at the above time and place.

ROLL CALL: Present: Board Members Mark A. Breceda, H. Manuel Ortiz; Vice Chair Larry G. Burrola; Chair Albert F. Ambriz

Absent: Board Member Manuel R. Garcia

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

AB 2449 DISCLOSURES None.

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."

CONSENT CALENDAR

MOTION

A motion was made by Board Member Breceda, seconded by Board Member Ortiz, to approve the Consent Calendar. The motion was unanimously approved; Board Member Garcia absent.

ITEM NO. 39A
MINUTES OF THE REGULAR MEETING HELD JANUARY 10, 2024

MINUTES OF THE REGULAR MEETING HELD JANUARY 10, 2024

The minutes of the regular meeting held January 10, 2024, were approved.

ITEM NO. 39B
INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING DECEMBER 31, 2023

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING DECEMBER 31, 2023

The Investment Quarterly Report for the fiscal quarter ending December 31, 2023, was received and filed.

ITEM NO. 39C 2024 1ST QUARTER MINING REPORT OF NINE (9) SMARA PITS

2024 1ST QUARTER MINING REPORT OF NINE (9) SMARA PITS

The 2024 1st Quarter Mining Report of Nine (9) SMARA pits was received and filed.

SPONTANEOUS COMMUNICATIONS

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:46 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

Item #39.C.

City of
IRWINDALE
AGENDA REPORT

Date: June 12, 2024

To: Honorable Chair and Members of the Reclamation Authority Board

From: Julian A. Miranda, Executive Director

Issue: 2024 Second Quarter Mining Report of Nine (9) SMARA Pits

City Manager's Recommendation:

That the Irwindale Reclamation Authority receive and file this report.

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering / Building Official

Prepared by:

Francisco Carrillo, Construction Compliance Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

The following table presents a summary of the estimated mining production for second quarter of 2024 from the 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 March 2024 through May 2024 (Tons)	Estimated Remaining Reserve (Tons)
Lehigh Hanson Pit	391,933	49,608,649
Peck Road Gravel Pit	15,000	102,000
Vulcan Reliance I	No Production	21,111,988
Vulcan Durbin	314,229	27,693,565
Olive Pit	527,141	26,284,143

A total of approximately *1,248,303 tons* of material were produced during the reporting period, March 2024 through May 2024, from the five (5) SMARA Pits listed above. This is approximately 48,226 *tons* more than reported in the previous quarter.

Below is a summary of the second quarter and current activity of the remaining four (4) SMARA Pits within 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

*Interim Management Plan (IMP) for United Pit No. 3 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 second quarter of 2024 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 March 2024 through May 2024 (C.Y.)
Lehigh Hanson Pit	No Fill Placed
United Pit No. 2	247,135
Vulcan Durbin Pit	140,100

As to the status of the city-owned Olive Pit, CA Mine ID # 91-19-0052:

The design of the traffic signal at the intersection of Azusa Canyon Road and Los Angeles Street remains at 95% completion. United and the design team continue to make progress as the granting and acquisition of the easements (one easement located on the easterly property and the other on the southeast property of the intersection) appear to be in final stages of negotiations with the private owners.

Fiscal Impact:

None

Attachments:

None