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

October 9, 2024

SPECIAL MEETING – 5:30 P.M.
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
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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 Real Property Negotiator
Pursuant to California Government Code Section 54956.8

Property: 4846 Irwindale Avenue
Agency Negotiator - Julian Miranda, City Manager/Executive Director
Negotiting Parties: Linda Edeggers
Under Negotiation: Price and terms of payment

Property: 16154 Arrow Highway (APNS 8417-029-024 and 025)
Agency negotiator: Fernando Lopez, Housing Coordinator
Negotiating parties: Rudolfo A. Dominguez Trustee
Under negotiation: Price and terms of payment

Property: 14905 Los Angeles Street, Irwindale CA
Agency Negotiator: Julian Miranda, Executive Director
Negotiating Parties: Marianna Diaz
Under Negotiation: Price and terms of payment

B. Conference with Legal Counsel - Anticipated Litigation
Initiation of litigation [Pursuant to Government Code Section 54956.9 (d)(4)]

Number of Cases: One

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

A. Introduction of Finance Technician Sylvia Tapia

B. Introduction of Sergeant Nick Lopez

C. Introduction of Corporal James Armstrong

18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Recognition of Irwindale Resident Aria Burrola

B. Insights from your Water District by Jose Martinez, Valley County Water District

C. Quarterly Legislative Update from Gonsalves and Son
Department: Administration

Recommendation: Receive and file the presentation.

19. CONSENT CALENDAR

A. Minutes of the Special and Regular Meetings Held March 13, 2024, and September 25, 2024
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation:

C. Approve Appropriation of Asset Forfeiture Funds
Department: Police

Recommendation: **Adopt Resolution No. 2024-78-3555,** 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."

D. Biennial Conflict of Interest Code Update
Department: City Clerk

Recommendation: **Adopt Resolution No. 2024-79-3556** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING RESOLUTION NO. 2022-93-3343 AND ESTABLISHING A CONFLICT OF INTEREST CODE FOR DESIGNATED CITY PERSONNEL AND CONSULTANTS" reading by title only and waiving further reading thereof.

E. Adopt a Revised Facility & Open Space Rental Policy for the Dan Diaz Recreation Center, the Irwindale Aquatics Center and Irwindale Parks
Department: Public Services

Recommendation: **Adopt Resolution No. 2024-80-3557**, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECINDING RESOLUTION NO. 2024-16-3493 AND ADOPTING A REVISED FACILITY & OPEN SPACE RENTAL POLICY FOR THE DAN DIAZ RECREATION CENTER, IRWINDALE AQUATICS CENTER, AND IRWINDALE PARKS."

F. Award of Contract for 2024 Topographic and Hydrographic Survey Project; P-1070
Department: Engineering

Recommendation: That the City Council award a professional services contract in the amount of $148,500 to WestLand Group, Inc. for the Topographic and/or Hydrographic survey of seven (7) SMARA pits and authorize the City Manager to execute the contract on behalf of the City, subject to approval as to form by the City Attorney.

G. Approve the Purchase of Two (2) Public Services Vehicles and Waive Formal Bidding Procedure
Department: Public Services

Recommendation: That the City Council **adopt Resolution No. 2024-81-3558** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (E), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF TWO (2) PUBLIC SERVICES VEHICLES FOR THE PUBLIC SERVICES MAINTENANCE DIVISION"

H. Approve an Appropriation to Increase the Part-time Hours for Irwindale Recreation
Department: Public Services

Recommendation: That the City Council **adopt Resolution No. 2024-82-3559** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR (FY) 2024-2025 ADOPTED BUDGET AND APPROPRIATING $45,000 TO THE RECREATION DIVISION BUDGET FOR THE ADDITIONAL 1,950 PART-TIME HOURS."

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. Receive Update on City of Irwindale Public Library Improvement Project (Project) and Provide Direction to Staff Relating to the Library Chairs (Continued from September 25, 2024)
Department: Administration

Recommendation: That the City Council receive staff's update on the City of Irwindale Public Library Improvement Project (Project) and direct staff to proceed with incorporating the TMC Algonquin Lounge Chair into the Library

B. Speed Humps Polices, Guidelines, and Procedures
Department: Engineering

Recommendation: That the Irwindale City Council discuss the Speed Humps Policies, Guidelines, and Procedures and provide direction to staff.

22. PUBLIC HEARINGS

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

A. Approve cancelation of FY 2024-2025 project implementation and use of Community Development Block Grant funding and defer it to FY 2025-2026
Department: Finance

Recommendation: **Adopt Resolution No. 2024-77-3554**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE CANCELING PREVIOUSLY APPROVED FISCAL YEAR (FY) 2024-2025 PROJECT AND DEFERRING BOTH THE PROJECT IMPLEMENTATION AND USE OF ALLOCATED FUNDS FROM LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT TO FY 2025-2026."

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 Meetings Held March 13, 2024, and September 25, 2024
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation:

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 Meetings Held March 13, 2024, and September 25, 2024
Department: City Clerk

Recommendation: Approve

B. Irwindale Housing Authority Annual Report for Fiscal Year (FY) 2023-2024
Department: Administration

Recommendation: Receive and file the FY 2023-2024 Irwindale Housing Authority Annual Report and direct that such report be filed with the City of Irwindale City Clerk's office and the Department of Housing and Community Development.

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. Global Subordination Policy
Department: Administration

Recommendation: That the Housing Authority discuss the global subordination policy 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.

37. 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 and Housing Authority, to be held on October 9, 2024, be posted at the City Hall, Library, and Post Office on **October 3, 2024**.

Laura M. Nieto

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Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **MARCH 13, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **6:01 P.M.**

The Irwindale **CITY COUNCIL** and **HOUSING AUTHORITY** met in special joint 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; Adrian Guerra, City Attorney; and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS There were no speakers.

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

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

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

ACTION: Update provided, no direction provided and no action taken.

Conference with Real Property Negotiator
Pursuant to California Government Code Section 54956.8

Property: Las Casitas (5164 Ayon Avenue)
Parties: Northridge Group & Housing Authority
Under Negotiation: Price and terms of potential sale

ACTION: Update provided, no direction provided and no action taken.

RECONVENE IN OPEN SESSION At 6:30 p.m., the City Council reconvened in Open Session.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 6:30 p.m.

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Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **MARCH 13, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **6:30 P.M.**

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

ROLL CALL: Present: Councilmembers Mark A. Breceda (arrived at 6:31 p.m.), Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, 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 Laura Nieto, Chief Deputy City Clerk

PLEDGE OF ALLEGIANCE The Pledge of Allegiance was conducted.

AB 2449 DISCLOSURES None.

CHANGES TO THE AGENDA

CITY MANAGER MIRANDA: City Manager Miranda noted that Item No. 18B, the presentation from the Manager of the Valley County Water District, would be moved to the meeting of March 27.

MAYOR AMBRIZ: Mayor Ambriz requested that Item No. 24B, the consideration of a donation to the Irwindale Sister City, be moved to a future meeting.

COUNCILMEMBER TRAVEL REPORTS None.

COUNCILMEMBER COMMENTS

COUNCILMEMBER ORTIZ: Councilmember Ortiz requested that tonight's meeting be adjourned in memory of David "Chico" Fuentes.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

RECOGNITION OF IRWINDALE CHEER TEAM AND COACHES: RECOGNITION OF IRWINDALE CHEER TEAM AND COACHES

The recognition was made.

PRESENTATION FROM VALLEY COUNTY WATER DISTRICT GENERAL MANAGER JOSE MARTINEZ REGARDING MONTHLY BILLING AND THE WATER SUPPLY

PRESENTATION FROM VALLEY COUNTY WATER DISTRICT GENERAL MANAGER, JOSE MARTINEZ, REGARDING MONTHLY BILLING AND THE WATER SUPPLY

The presentation was moved to the meeting of March 27, 2024.

CONSENT CALENDAR

FRED BARBOSA

Fred Barbosa made a suggestion for the use of 92 acres near Foothill Boulevard.

CARMEN ROMAN

Carmen Roman requested that the councilmembers report on the trips that are being proposed at tonight's meeting. She also asked a question about the lease of water rights that is being proposed, to which City Manager Miranda responded by citing from the staff report.

FRED BARBOSA

Fred Barbosa asked whether a pump at the Athens property would be relocated, to which Director Rodriguez stated that staff would need to verify and report back.

DIRECTOR CHAN

Director Chan added that the well at the site has been capped and sealed off.

FRED BARBOSA

Fred Barbosa asked where water would be drawn from if the well has been capped and sealed.

MOTION

A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 19A
MINUTES OF THE SPECIAL AND REGULAR MEETINGS HELD FEBRUARY 28, 2024

MINUTES OF THE SPECIAL AND REGULAR MEETINGS HELD FEBRUARY 28, 2024

The minutes of the special and regular meetings held February 28, 2024, were approved.

ITEM NO. 19B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 19C
APPROVE THE INSTALL AND 1-YEAR LEASE OF ELEVEN (11) AUTOMATIC LICENSE PLATE READER CAMERAS FROM FLOCK GROUP, INC.

APPROVE THE INSTALL AND 1-YEAR LEASE OF ELEVEN AUTOMATIC LICENSE PLATE READER CAMERAS FROM

FLOCK GROUP, INC.

RESOLUTION NO. 2024-13-3490
ADOPTED

Resolution No. 2024-13-3490, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING REQUIREMENTS PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(C), APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FLOCK GROUP, INC. FOR THE SOLE SOURCE LEASE AND INSTALLATION OF ELEVEN (11) FLOCK AUTOMATIC LICENSE PLATE READER CAMERAS FOR THE IRWINDALE POLICE DEPARTMENT," was adopted.

ITEM NO. 19D
APPROVAL OF OUT OF STATE TRAVEL TO THE NALEO 41ST ANNUAL CONFERENCE IN LAS VEGAS, NV FOR TWO CITY COUNCILMEMBERS

APPROVAL OF OUT OF STATE TRAVEL TO THE NALEO 41ST ANNUAL CONFERENCE IN LAS VEGAS, NV FOR TWO CITY COUNCILMEMBERS

RESOLUTION NO. 2024-20-3497
ADOPTED

Resolution No. 2024-20-3497, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING OUT-OF-STATE TRAVEL FOR THE MAYOR PRO TEMPORE AND ONE COUNCILMEMBER TO ATTEND THE NATIONAL ASSOCIATION OF LATINO ELECTED AND APPOINTED OFFICIALS 41ST ANNUAL CONFERENCE TO BE HELD

ITEM NO. 19E
APPROVE OUT-OF STATE TRAVEL TO THE 2024 INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS, NEVADA, FOR TWO CITY COUNCILMEMBERS

APPROVE OUT-OF-STATE TRAVEL TO THE 2024 INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS, NEVADA FOR TWO CITY COUNCILMEMBERS

RESOLUTION NO. 2024-19-3496
ADOPTED

Resolution No. 2024-19-3496, entitled:

"A RESOLUTION OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING OUT-OF-STATE TRAVEL TO THE 2024

INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS, NEVADA, FOR TWO CITY COUNCILMEMBERS," was adopted.

ITEM NO. 19F
APPROVAL OF LEASE OF CITY'S WATER PRODUCTION RIGHTS FOR FY 23/24

APPROVAL OF LEASE OF CITY'S WATER PRODUCTION RIGHTS FOR FISCAL YEAR 2023 / 2024

The Valley County Water District proposal and lease of the City's 285.38 acre-feet of water production rights for FY 2023/2024 was approved and the City Manager was authorized to sign the lease for the temporary assignment of the City's water production rights.

ITEM NO. 19G
APPROVE THE PURCHASE AND OUTFITTING OF FIVE (5) POLICE SERVICE VEHICLES AND WAIVE FORMAL BIDDING PROCEDURE

APPROVE THE PURCHASE AND OUTFITTING OF FIVE (5) POLICE SERVICE VEHICLES AND WAIVE FORMAL BIDDING PROCEDURE

RESOLUTION NO. 2024-14-3491
ADOPTED

Resolution No. 2024-14-3491, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(F) AND APPROVING THE USE OF ASSET FORFEITURE FUNDS FOR THE PURCHASE AND OUTFITTING OF FIVE POLICE SERVICE VEHICLES," was adopted.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA

Dena Zepeda requested that the Council reconsider requiring individuals to attend meetings in order to donate their three minutes of speaking time under Spontaneous Communications to others. She also thanked staff for the informative housing workshop held recently.

CARMEN ROMAN

Carmen Roman stated her belief that limiting comments to three minutes and requiring individuals to attend meetings in order to donate their speaking time to others equates to infringing on her rights.

NEW BUSINESS

ITEM NO. 21A
APPROVE THE NAMING AND

APPROVE THE NAMING AND DEDICATION OF THE NEW IRWINDALE PARK TRELLIS (NORTH OF THE PLAZA FOUNTAIN) IN HONOR OF MARGARET DIAZ

DEDICATION OF THE NEW IRWINDALE PARK TRELLIS IN HONOR OF MARGARET DIAZ

COUNCILMEMBERS BRECEDA AND GARCIA — Councilmembers Breceda and Garcia recused themselves from this item and exited the Council Chambers.

DIRECTOR RODRIGUEZ — Director Rodriguez presented the staff report.

CARMEN ROMAN — Carmen Roman spoke in favor of naming the facility in honor of Margaret Diaz.

FRED BARBOSA — Responding to a question by Fred Barbosa, Director Rodriguez clarified that the Council, by majority vote, could take action to name a facility in honor of a live individual.

DENA ZEPEDA — Dena Zepeda spoke in favor of naming the facility in honor of Margaret Diaz.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola briefly spoke on the many contributions to the City made by Margaret Diaz.

RESOLUTION NO. 2024-15-3492 ADOPTED — **Resolution No. 2024-15-3492**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE NAMING THE NEW IRWINDALE TRELLIS NORTH OF THE IRWINDALE PLAZA 'THE MARGARET DIAZ PAVILION', was adopted on the motion of Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, and unanimously approved; Councilmembers Breceda and Garcia absent.

ITEM NO. 21B
ADOPT A FACILITY & OPEN SPACE RENTAL POLICY FOR THE DAN DIAZ RECREATION CENTER, IRWINDALE AQUATICS CENTER, AND IRWINDALE PARKS — ADOPT A FACILITY & OPEN SPACE RENTAL POLICY FOR THE DAN DIAZ RECREATION CENTER, IRWINDALE AQUATICS CENTER, AND IRWINDALE PARKS

DIRECTOR RODRIGUEZ — Director Rodriguez presented the staff report.

YOLANDA GARCIA — In response to a question by Yolanda Garcia, Director Rodriguez advised that the Picnic Shelter and the Margaret Diaz Pavilion have been added to the rental policy.

DENA ZEPEDA — Dena Zepeda also asked about the policy, to which Director Rodriguez noted that the area surrounding the existing Picnic Shelter is a separate, but rentable, space.

FRED BARBOSA — Fred Barbosa suggested sending a diagram to residents with details about the new policy and rental prices, to which Director Rodriguez advised that, if the policy is approved, staff could prepare a flyer to send out to residents and can place information on the website.

MAYOR AMBRIZ — Mayor Ambriz expressed concern that City Manager Miranda would potentially be one of the three officials authorized by Council to approve rental applications and would also be the one to decide the outcome of appeals, to which Director Rodriguez advised that appeals would be addressed by the Council. She also noted that the Parks & Recreation Commission greatly prefers having three individuals review and approve rental applications.

Mayor Ambriz repeated his concern and recommended removing the City Manager from the approval process and leaving him as part of the appeal process. He then asked how City Manager Miranda would feel with this change, to which he stated that he is fine with how the policy currently reads if the City Attorney states that it is appropriate as stated. He reiterated that the Council would address appeals.

CARMEN ROMAN — Carmen Roman stated her opinion that having only one or two people approve applications has created problems.

DENA ZEPEDA — Dena Zepeda stated that appeals could also be heard by Assistant City Manager Olivares and / or the Parks and Recreation Commission.

DIRECTOR RODRIGUEZ — Director Rodriguez advised that she, along with Recreation Manager Zepeda and City Manager Miranda, review rental applications, and noted that the process is conducted fairly quickly and has not created any issues.

MAYOR AMBRIZ — Mayor Ambriz suggested that the policy be made effective in 30 or 60 days to allow the community to familiarize themselves with it. He also advised that he would no longer pursue removing the City Manager from the application approval process.

FRED BARBOSA — Fred Barbosa suggested sending information to residents soon so that they can familiarize themselves with it.

RESOLUTION NO. 2024-16-3493
ADOPTED

Resolution No. 2024-16-3493, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE FACILITY & OPEN SPACE RENTAL POLICY FOR THE DAN DIAZ RECREATION CENTER, IRWINDALE AQUATICS CENTER, AND IRWINDALE PARKS," was adopted, on

the motion of Mayor Ambriz, seconded by Councilmember Ortiz, and unanimously approved; Councilmembers Breceda and Garcia absent.

CITY ATTORNEY GUERRA

City Attorney Guerra requested that the Council make a motion to reconsider this item.

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Burrola, to reconsider this matter. The motion was unanimously approved; Councilmembers Breceda and Garcia absent.

CITY ATTORNEY GUERRA

City Attorney Guerra stated that, upon further reflection regarding Mayor Ambriz's concerns, he now recommends that applications be reviewed by the Recreation Manager or Aquatics Supervisor and the Public Services Director, excluding the City Manager, and that the Public Services Director be removed from the appeals process.

CARMEN ROMAN

Carmen Roman stated that the Parks & Recreation Commission already voted on the resolution, to which Mayor Ambriz advised that the Commission only recommended approval to the Council. She also suggested that the Assistant City Manager be included in the application approval process, to which City Attorney Guerra stated that this would be fine from a legal standpoint, if this is what the Council chooses to do.

RESOLUTION NO. 2024-16-3493
ADOPTED

Resolution No. 2024-16-3493, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE FACILITY & OPEN SPACE RENTAL POLICY FOR THE DAN DIAZ RECREATION CENTER, IRWINDALE AQUATICS CENTER, AND IRWINDALE PARKS," was adopted as modified to include an effective date of April 15, 2024, and requiring that the City Manager be removed from the application approval process, and for the Public Services Director to be removed from the appeal process, on the motion of Mayor Ambriz, seconded by Councilmember Ortiz, and unanimously approved; Councilmembers Breceda and Garcia absent.

ITEM NO. 21C
PROCEDURES FOR SIGNING UP FOR SENIOR CENTER SPECIAL EVENTS, INCLUDING EVENING DINNERS AND DANCES

PROCEDURES FOR SIGNING UP FOR SENIOR CENTER SPECIAL EVENTS, INCLUDING EVENING DINNERS AND DANCES – VERBAL REPORT

DIRECTOR RODRIGUEZ

Director Rodriguez presented the verbal report.

FRED BARBOSA

Fred Barbosa suggested charging residents a deposit for events, refundable only if they attend the event they registered for.

PAT GONZALES

Pat Gonzales agreed with Mr. Barbosa and stated that the Senior Center loses money when residents register to attend events but fail to do so. She added that other residents also lose out on the opportunity to attend when this occurs.

COUNCILMEMBER ORTIZ

Responding to several questions by Councilmember Ortiz, Director Rodriguez discussed the timeline for residents and non-resident signups and how Councilmembers could sign up non-resident stand-bys.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola asked about revenue from event signups, to which Director Rodriguez stated that she can gather the information and present it to the Council. She noted that teens typically all attend the trips they sign up for, but there are several seniors that routinely fail to attend their trips.

MAYOR AMBRIZ

Mayor Ambriz requested for staff to consider the seniors issues when preparing the policy.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola requested that a policy be drafted so that refunds due to seniors are processed as soon as possible, to which City Manager Miranda stated that the request will be placed on the agenda for future Council consideration.

MOTION

A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, to receive and file the presentation on the procedures for signing up for Senior Center special events, including evening dinners and dances. The motion was unanimously approved; Councilmembers Breceda and Garcia absent.

ITEM NO. 21D
AMEND THE BYLAWS OF THE IRWINDALE COMMUNITY FOUNDATION

AMEND THE BYLAWS OF THE IRWINDALE COMMUNITY FOUNDATION

COUNCILMEMBER BRECEDA

At 8:02 p.m., Councilmember Breceda returned to the Council Chambers.

CHIEF DEPUTY CITY CLERK NIETO

Chief Deputy City Clerk Nieto presented the report.

MOTION

A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, to approve the amended bylaws for the Irwindale Community Foundation. The motion was unanimously approved; Councilmember Garcia absent.

PUBLIC HEARINGS

None.

CITY MANAGER'S REPORT

CITY MANAGER MIRANDA

City Manager Miranda reported the following:

1) A Community Candlelight Memorial will be held March 14, to be led by Police Chaplain Robert Treitler.
2) The Upper San Gabriel Valley Municipal Water District is offering residential plant vouches and free "water-smart" kits.
3) Public Works Engineering is working on replacing various street signs.
4) He also reported on upcoming Library, Recreation, and Senior Center activities.

CHIEF HOFFORD

Chief Hofford provided details on an upcoming disaster preparedness exercise that staff will undergo on March 28.

DENA ZEPEDA

Dena Zepeda stated that certain areas of the City recently experienced a power outage and protested that there was "no emergency plan" in place. She stated that she distributed batteries and flashlights and that the City should have done more to help residents.

CARMEN ROMAN

Carmen Roman stated that her house lost power and she had to send her grandchildren elsewhere. She suggested having generators, care packages, and tents available and to open the Senior Center and conduct welfare checks for seniors so that residents are not left in the dark.

LINDA MAREZ

Linda Marez stated that, as a responsible adult, she already has items she would need in case of an emergency and suggested that individuals prepare themselves for such events.

FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

ITEM NO. 24A
REQUEST BY COUNCILMEMBER BRECEDA TO NAME THE IRWINDALE SENIOR CENTER AFTER MAGGIE GUZMAN

REQUEST BY COUNCILMEMBER BRECEDA TO NAME THE IRWINDALE SENIOR CENTER AFTER MAGGIE GUZMAN

RECESS

At 8:19 p.m., the Council took a short recess.

RECONVENE

At 8:24 p.m., the Council reconvened in Open Session with all members except for Councilmember Garcia.

CITY ATTORNEY GUERRA — City Attorney Guerra advised that he has explained the rules of this item to Councilmember Breceda, who is comfortable in participating in the discussion.

CARMEN ROMAN — Carmen Roman opposed naming the Senior Center after Maggie Guzman. She stated that there are other ways to honor living persons, though facilities should not be named after them.

DENA ZEPEDA — Dena Zepeda agreed with Carmen Roman and stated that, should the Council approve naming the Senior Center after Maggie Guzman, she would request that the Council Chambers or City Hall be named after her.

FRED BARBOSA — Fred Barbosa opposed naming the Senior Center after Maggie Guzman, stating that doing so would violate the Council's own rules.

COUNCILMEMBER BRECEDA — Councilmember Breceda stated that he requested this item in light of Mrs. Guzman's age and noted Mrs. Guzman's contributions to the City, including serving on the Senior Citizen Commission since its creation. He stated that he felt she deserved the honor.

COUNCILMEMBER ORTIZ — Councilmember Ortiz suggested waiting to name facilities until after the honoree has deceased, as per the policy.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola concurred with Councilmember Ortiz.

COUNCILMEMBER BRECEDA — Councilmember Breceda noted that the veterans monument includes the names of both living and deceased honorees. Additionally, the Dan Diaz Recreation Center is named after a living individual.

CARMEN ROMAN — Carmen Roman stated that the service of commissioners does not compare to the service of those that gave their lives in the military.

MOTION — A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Burrola, to take no action on Councilmember Breceda's request to name the Senior Center after Maggie Guzman. The motion was approved; Councilmember Breceda opposed, Councilmember Garcia absent, and all others in favor.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola requested to place the two following matters on upcoming agendas: 1) sign-up and reimbursement process for senior programs, and 2) block wall heights at 5130 Irwindale Avenue.

CITY MANAGER MIRANDA — City Manager Miranda noted that these would be included in upcoming agendas for Council consideration.

ITEM NO. 24B
REQUEST BY MAYOR AMBRIZ FOR CONSIDERATION OF A DONATION TO IRWINDALE SISTER CITY ASSOC.

REQUEST BY MAYOR AMBRIZ FOR CONSIDERATION OF A DONATION TO IRWINDALE SISTER CITY ASSOCIATION

This item was continued to an unspecified future meeting.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:43 p.m., in memory of David “Chico” Fuentes.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **SEPTEMBER 25, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **6:02 P.M.**

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

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

Absent: Councilmember H. Manuel Ortiz

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS There were no speakers.

RECESS TO CLOSED SESSION At 6:03 p.m., the City Council met in Closed Session to discuss the following:

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: Councilmember Breceda recused himself from this matter due to a conflict of interest. Update provided, no direction provided, and no action taken.

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 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 disclosed.

Number of Case: One

ACTION: Information provided; no action taken.

RECONVENE IN OPEN SESSION At 6:37 p.m., the City Council reconvened in Open Session.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 6:38 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **SEPTEMBER 25, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **6:38 P.M.**

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

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

Absent: Councilmember H. Manuel Ortiz

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, 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 Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

CHANGES TO THE AGENDA None.

COUNCILMEMBER TRAVEL REPORTS None.

COUNCILMEMBER COMMENTS None.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

ITEM NO. 17A
INTRODUCTION OF MANAGEMENT ANALYST AUNDREA BURROLA

INTRODUCTION OF MANAGEMENT ANALYST AUNDREA BURROLA

The introduction was made.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

ITEM NO. 18A
2024 SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS UPDATE

2024 SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS UPDATE

The presentation was made.

COUNCILMEMBER GARCIA

Councilmember Garcia requested a phone number for concerned individuals to call regarding coyote sightings.

MAYOR AMBRIZ

Mayor Ambriz acknowledged Senator Rubio's grant of $300,000 in funding to the cities of Azusa, Duarte, and Irwindale to combat homelessness.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Burrola, to approve the Consent Calendar, reading ordinances by title only and waiving further reading thereof. The motion was unanimously approved, Councilmember Ortiz absent.

ITEM NO. 19A
MINUTES OF THE SPECIAL AND REGULAR MEETINGS HELD SEPTEMBER 11, 2024

MINUTES OF THE SPECIAL AND REGULAR MEETINGS HELD SEPTEMBER 11, 2024

The minutes were approved as presented.

ITEM NO. 19B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 19C
2ND READING – ORDINANCES 782, 783, AND 784

2ND READING – ORDINANCES 782, 783, AND 784

ORDINANCE NO. 782 ADOPTED ON SECOND READING

Ordinance No. 782, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 04-05 BY AND BETWEEN THE CITY OF IRWINDALE AND MARTIN MARIETTA SOUTHERN CALIFORNIA AGGREGATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FORMERLY HANSON AGGREGATES WEST, INC., A DELAWARE CORPORATION, AND A WHOLLY OWNED SUBSIDIARY OF MARTIN MARIETTA MATERIALS, INC.; LOCATED AT 13550 LIVE OAK AVENUE, IRWINDALE, CALIFORNIA," and

ORDINANCE NO. 783 ADOPTED ON SECOND READING

Ordinance No. 783, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 01-06 FOR DURBIN QUARRY BY AND BETWEEN THE CITY OF IRWINDALE AND CALMAT CO., A DELAWARE CORPORATION, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION; LOCATED AT 13000 LOS ANGELES STREET, IRWINDALE, CALIFORNIA," and

ORDINANCE NO. 784 ADOPTED ON SECOND READING

Ordinance No. 784, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT NO. 02-06 FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL BY AND BETWEEN THE CITY OF IRWIDNALE AND CALMAT CO., A DELAWARE CORPORATION, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION; LOCATED AT 15990 FOOHILL BOULEVARD, IRWINDALE, CALIFORNIA," were passed, approved, and adopted on second reading, reading by title only and reading resolutions thereof.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

There were no speakers.

NEW BUSINESS

ITEM NO. 21A
RECEIVE UPDATE ON CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT (PROJECT) AND PROVIDE DIRECTION TO STAFF RELATING TO THE LIBRARY CHAIRS

RECEIVE UPDATE ON CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT (PROJECT) AND PROVIDE DIRECTION TO STAFF RELATING TO THE LIBRARY CHAIRS

This item was deferred to the next Council meeting due to a lack of quorum.

ITEM NO. 21B
UPDATE ON THE IRWINDALE SPEEDWAY

UPDATE ON THE IRWINDALE SPEEDWAY

DIRECTORS SIMPSON AND CHAN

Directors Simpson and Chan jointly presented the report.

MAYOR AMBRIZ

In response to a request by Mayor Ambriz to have the City's geotechnical consultants collaborate with the applicant's experts, Director Chan advised that the two groups are presently discussing the matter together.

MOTION

A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Burrola, to receive and file the report. The motion was unanimously approved, Councilmember Ortiz absent.

ITEM NO. 21C URGENCY ORDINANCE TO ESTABLISH A TEMPORARY MORATORIUM PROHIBITING THE PROCESSING OF APPLICATIONS OR APPROVALS FOR ANY AND ALL BILLBOARDS	URGENCY ORDINANCE NO. 785 TO ESTABLISH A TEMPORARY MORATORIUM PROHIBITING THE PROCESSING OF APPLICATIONS OR APPROVALS FOR ANY AND ALL BILLBOARDS
CITY MANAGER MIRANDA	City Manager Miranda presented the report.
MAYOR AMBRIZ	In response to a question by Mayor Ambriz, City Manager Miranda noted that, since Councilmember Ortiz is absent at tonight's meeting, this matter would require a unanimous vote of the four Councilmembers in attendance in order to proceed.
CARMEN ROMAN	Carmen Roman asked whether the City could weigh in on billboard content and whether the City could still use the billboards located along the 605 freeway. She suggested that fees be collected in amounts equal to those of surrounding cities.
CITY ATTORNEY GUERRA	City Attorney Guerra indicated that the issues raised by Mrs. Roman would be explored during the scope of the moratorium.
R. MONTGOMERY	Richard Montgomery, representing Outfront Media, noted that his company has operated in Irwindale for 30 years. He stated that his company has applied to convert several static billboards to digital approximately 3.5 years ago, and again in 2021, and paid thousands in fees at those times. He complained that the process has taken too long. He also objected to the concern to public safety caused by digital billboards and noted the income that digital billboards earn.
FRED BARBOSA	Fred Barbosa asked whether the City is in conflict if it is charged with policing its own billboards, to which City Attorney Guerra stated that, if it were not for the City, there would be no authority to regulate the billboards.
CITY MANAGER MIRANDA	City Manager Miranda noted that there are currently 42 billboards in Irwindale, with three active applications. Of those, 36 are static billboards.
CITY ATTORNEY GUERRA	City Attorney Guerra stated that staff is concerned that the 36 static billboards could be converted to digital, and that staff wishes to study the concern to ensure that appropriate regulations are implemented.

R. MONTGOMERY — Richard Montgomery stated that his company is willing to take down its 32 billboards as part of the ongoing conversion to digital displays.

DENA ZEPEDA — Dena Zepeda expressed concern over “brain waves” and suggested that staff monitor “digital stuff.”

COUNCILMEMBER GARCIA — Councilmember Garcia asked whether the ordinance could be adopted while exempting the three applications currently underway, to which City Manager Miranda stated that he does not foresee any issues in fulfilling this request.

DIRECTOR SIMPSON — Director Simpson clarified that there are two active applications at the Park at Live Oak site and are being processed individually.

COUNCILMEMBER GARCIA — Responding to a question by Councilmember Garcia, City Attorney Guerra recommended changing the verbiage in the ordinance to reflect that the moratorium would not apply to the three active applications on file, nor would any fee increases apply, if that is what the Council would prefer.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola concurred with Councilmember Garcia and asked why the applications have not been fully processed yet, to which Assistant Planner Martin Romero expressed his belief that the applicant is experiencing issues with CalTrans, among other potential issues.

Mayor Pro Tem Burrola requested additional information relating to the delayed applications to resolve the delay quickly.

CITY MANAGER MIRANDA — In response to a question by City Manager Miranda, Mr. Montgomery indicated that the Kincaid side is owned by Outfront Media, and that Five Points owns the westside.

DIRECTOR SIMPSON — Director Simpson added that, should the Council approve the moratorium except for the three active applications, staff would continue to process these applications.

ORDINANCE NO. 785 INTRODUCED FOR FIRST READING — **Ordinance No. 785**, entitled:

“AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA ESTABLISHING A 45-DAY MORATORIUM ON THE PROCESSING OR APPROVAL OF ANY APPLICATIONS FOR BILLBOARDS, NEW CONSTRUCTION OF BILLBOARDS, OR THE REPLACEMENT OR CONVERSION OF STATIC BILLBOARDS TO BILLBOARDS WITH A DIGITAL DISPLAY, AS DEFINED HEREIN, AND DECLARING THE URGENCY THEREOF AND THAT IT SHALL TAKE EFFECT IMMEDIATELY AND FINDING THE ADOPTION OF THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT,” with additional language to

section 3 of the ordinance, to include "not withstanding the forgoing, this ordinance and moratorium shall not apply to any billboard related application on file with the Community Development Department as of the effective date of this ordinance," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Councilmember Garcia, seconded by Mayor Pro Tem Burrola, and unanimously approved; Councilmember Ortiz absent.

PUBLIC HEARINGS None.

CITY MANAGER'S REPORT

CITY MANAGER MIRANDA

City Manager Miranda presented the following report:

1) Applications for several open positions within the City are still being accepted by the Human Resources Department.
2) An Open House relating to the "Safe Streets for All" Action Plan will be held on October 3.
3) He also briefly discussed upcoming Recreation Department activities.

FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola requested that a speed survey be conducted on Hidalgo and Martinez Streets since residents have requested for the installation of speed humps. He requested that the survey also be made available online.

CITY MANAGER MIRANDA

City Manager Miranda asked whether Mayor Pro Tem Burrola would be ok with staff presenting the speed hump policy to the Council at its next meeting, which Mayor Pro Tem Burrola accepted.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola also requested to discuss increased traffic control measures on Meridian Street, noting residents' concerns over speeding motorists, to which City Manager Miranda advised that staff has previously looked into this concern but will re-analyze it with the assistance of the Traffic Engineer and will provide an update to the Council.

Mayor Pro Tem Burrola also asked that staff look into planting a vine at the house located on the corner of Ambriz Street to deter vandalism, to which City Manager Miranda advised that staff would perform a site visit and will speak to the property owner regarding the concern.

MOTION

A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Breceda, to add the three matters to future agendas

for further consideration. The motion was unanimously approved, Councilmember Ortiz absent.

COUNCILMEMBER BRECEDA

Councilmember Breceda advised that members of Al Cruz's family requested a public dedication of the street that was named in his honor, to which City Manager Miranda advised that staff would work with Mr. Cruz's family and will provide an update to the Council. He also asked whether staff could be allowed to handle the request administratively, to which Councilmember Breceda stated that this would be acceptable.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:38 p.m., in memory of Erlinda Duran.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

September 2024

September 1 - 30, 2024

Number	Vendor Name	Date	Amount
WFB-39	CJPIA Excess Pool	9/5/2024	9,962.27
ACH	US Bank	9/10/2024	25,582.54
		Report Total:	35,544.81

Accounts Payable

Checks by Date - Summary by Check Number

User: nwoodard
Printed: 10/2/2024 12:28 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102829	CALRE01	CalRecycle	09/19/2024	3,610.86
102830	DEPTOF02	County of LA Dept of Animal Care & Cont	09/19/2024	4,734.60
102831	RECPRO01	DaySmart Software	09/19/2024	1,475.00
102832	MIRAN10	Julian A. Miranda	09/19/2024	56.74
102833	PHASEII	PARS	09/19/2024	1,750.00
102834	WESTCO05	West Coast Arborists, Inc.	09/19/2024	3,328.50
102835	CALIFO56	California State Disbursement Unit	09/19/2024	604.15
102836	CALIFO57	California State Disbursement Unit	09/19/2024	143.07
102837	CALIFO58	California State Disbursement Unit	09/19/2024	100.00
102838	CITY01	City of Hope	09/19/2024	54.00
102839	FRANC06	Franchise Tax Board	09/19/2024	488.25
102840	ICEA	Irwindale City Employee Assoc.	09/19/2024	936.00
102841	IMEA	Irwindale Mgmt Employee Assoc.	09/19/2024	480.00
102842	IRWIND02	Irwindale Police Officers Assoc.	09/19/2024	3,088.00
102843	LOSANG31	Los Angeles County Sheriff's Dept.	09/19/2024	27.97
102844	ACOSTA01	Carol Acosta	09/19/2024	600.00
102845	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	09/19/2024	1,246.00
102846	DF01	Anselmo Ryan Angulo	09/19/2024	600.00
102847	AT&T06	AT & T	09/19/2024	176.19
102848	CINGULAR	AT & T Mobility	09/19/2024	1,757.73
102849	BARBA01	Columba Barba	09/19/2024	1,350.00
102850	BRECED04	Mark A. Breceda	09/19/2024	859.45
102851	BURRO01	Burro Canyon Ent. Inc.	09/19/2024	40.00
102852	CALIFO02	California American Water	09/19/2024	1,455.63
102853	CAMACH01	Elias Camacho	09/19/2024	45.20
102854	CHACON01	Monique Chacon	09/19/2024	75.00
102855	CONCEN01	Concentra Health Services, Inc.	09/19/2024	24.00
102856	DGINV01	Convergint Technologies LLC	09/19/2024	1,660.03
102857	FRONT01	Frontier Communications	09/19/2024	117.33
102858	IRWIND21	Irwindale Hand Wash & Auto Detail	09/19/2024	869.68
102859	Jayan01	Govind Jayan	09/19/2024	75.00
102860	JOHN01	Roger William Johnson	09/19/2024	1,200.00
102861	JURADO01	Hector Jurado	09/19/2024	75.00
102862	LAMIRA01	La Mirada Theatre for the Performing Arts	09/19/2024	2,232.24
102863	LAI01	Irene Lai	09/19/2024	7.50
102864	LOPEZJ01	Jade Lopez	09/19/2024	218.57
102865	MARI01	Mariachi Lindas Mexicanas Inc.	09/19/2024	1,500.00
102866	MORALE15	Elizabeth Morales-Velazquez	09/19/2024	52.57
102867	PEARSO01	NCS Pearson, Inc	09/19/2024	204.00
102868	OPTUM01	OptumRx, Inc.	09/19/2024	32,762.36
102869	ORTEGA07	Norma Ortega	09/19/2024	75.00
102870	ORTIZH	H. Manuel Ortiz	09/19/2024	65.01
102871	PSYCHO01	Psychological Consulting Associates, Inc	09/19/2024	462.00
102872	QUIJAD01	Bertha Quijada	09/19/2024	7.50
102873	RICOH01	Ricoh USA, Inc	09/19/2024	16.65
102874	SCE02	Southern California Edison	09/19/2024	432.29
102875	TAPIA01	Matthew Tapia	09/19/2024	45.20

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102876	TEXAS01	Texas Life Insurance Co.	09/19/2024	4,527.74
102877	VASQUE07	Manuel Vasquez	09/19/2024	75.00
102878	verizonw	Verizon Wireless	09/19/2024	2,422.93
102879	WOLL02	Susan Margaret Woolley	09/19/2024	5,760.00
			Report Total (51 checks):	83,969.94

Accounts Payable

Checks by Date - Summary by Check Number

User: nwoodard
Printed: 10/2/2024 12:29 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102881	LOSANG33	County of Los Angeles	09/26/2024	36,016.98
102882	AMAZON1	Amazon Capital Services, Inc.	09/26/2024	3,543.27
102883	AMERIC40	America West Tour & Charter Inc.	09/26/2024	1,400.00
102884	OROSCO05	Rebecca Bardales	09/26/2024	122.92
102885	NEST01	Blue Triton Brands, Inc.	09/26/2024	882.89
102886	BRAVO01	Jesus Bravo	09/26/2024	23.00
102887	BURGUA01	Rene Burguan	09/26/2024	4,000.00
102888	BURKEW	Burke, Williams & Sorensen	09/26/2024	12,487.50
102889	CARLOS05	Michael Carlos	09/26/2024	400.00
102890	CARLS01	Cory Carlson	09/26/2024	300.00
102891	CUCAL01	Jonamhae Sam Cucal	09/26/2024	176.39
102892	ENVIRO05	Environmental Science Associates (ESA)	09/26/2024	44,148.81
102893	IRWIND21	Irwindale Hand Wash & Auto Detail	09/26/2024	678.78
102894	RICOH01	Ricoh USA, Inc	09/26/2024	1,678.81
102895	RICOH02	Ricoh USA, Inc	09/26/2024	1,673.13
102896	SEALB01	Seal Beach Anglers, Inc.	09/26/2024	2,800.00
102897	SOUTH06	South Coast AQMD	09/26/2024	8.30
102898	verizonw	Verizon Wireless	09/26/2024	831.21
102899	VILLA10	Oscar Guillermo Villa	09/26/2024	2,100.00
102900	CITYOF11	City of Azusa	09/30/2024	5,059.47
102901	CITYOF18	City of Santa Fe Springs	09/30/2024	44,629.24
102902	LOSANG33	County of Los Angeles	09/30/2024	757.50
102903	WESTCO05	West Coast Arborists, Inc.	09/30/2024	16,159.50
102904	SCE02	Southern California Edison	10/01/2024	61,597.58
102905	SCE02	Southern California Edison	10/01/2024	44,508.14
102906	ACCO01	ACCO Engineering Systems	10/09/2024	56,372.94
102907	AZBUS01	A-Z Bus Sales	10/09/2024	1,876.09
102908	BAKER01	Baker & Taylor Books	10/09/2024	268.72
102909	MIJACA	Balcon Holdings, Inc.	10/09/2024	222.00
102910	BARNEY	Barney's Locksmith Service	10/09/2024	343.75
102911	BILLST	Bill's Truck Repair, Inc.	10/09/2024	175.00
102912	BUSINE05	Business Radio Licensing	10/09/2024	115.00
102913	CALI12	California Consulting Inc.	10/09/2024	13,500.00
102914	CALI22	CAPIO	10/09/2024	365.00
102915	CINTAS	Cintas Corporation #693	10/09/2024	426.35
102916	CONVER	Converse Consultants, Inc.	10/09/2024	1,035.00
102917	DEPTOF02	County of LA Dept of Animal Care & Cont	10/09/2024	1,561.61
102918	CSG01	CSG Consultants	10/09/2024	1,181.25
102919	DOOLEY	Dooley Enterprises, Inc.	10/09/2024	5,484.48
102920	DUDEK01	Dudek	10/09/2024	9,382.50
102921	ECORP01	ECORP Consulting, Inc.	10/09/2024	14,103.75
102922	ENVIRO05	Environmental Science Associates (ESA)	10/09/2024	3,957.01
102923	FCG01	FCG Consultants Inc.	10/09/2024	2,153.22
102924	FRAZ01	Frazier Capitol Valuation, Inc	10/09/2024	1,800.00
102925	FWEP01	FWEP Aquisitioin Inc	10/09/2024	157.82
102926	HDL01	Hdl Software, LLC	10/09/2024	34.56
102927	INTER01	Interwest Consulting Group	10/09/2024	3,420.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102928	JOEAGO	Joe A. Gonsalves & Son	10/09/2024	2,375.00
102929	LANDSC	Landscape Warehouse III Inc.	10/09/2024	181.61
102930	LAWE01	Law Enforcement Medical Services, Inc.	10/09/2024	725.00
102931	LEWISE	Lewis Engraving, Inc.	10/09/2024	35.28
102932	MARIPO	Mariposa Landscapes, Inc.	10/09/2024	162,977.28
102933	MMASC	MMASC	10/09/2024	125.00
102934	MOUNT01	MNRO Holdings, LLC	10/09/2024	123.44
102935	NICH01	Nichols Lumber & Hardware CO	10/09/2024	1,009.62
102936	NOVA01	Nova Geotechnical & Inspection Services -	10/09/2024	18,964.53
102937	OFFICE03	ODP Business Solutions, LLC	10/09/2024	94.25
102938	ORKINP	Orkin	10/09/2024	307.99
102939	PHASEII	PARS	10/09/2024	1,750.00
102940	PATTON	Patton Sales Corp (Arrow Pipe)	10/09/2024	94.50
102941	PROPRINT	Pro Printing, Inc.	10/09/2024	1,974.92
102942	SANGAB16	San Gabriel Basin Water	10/09/2024	2,256.00
102943	SOUTH09	Southern Computer Warehouse Inc,	10/09/2024	1,247.78
102944	STERIC01	Stericycle, Inc.	10/09/2024	100.12
102945	LEES01	Chad A. Streelman	10/09/2024	97.02
102946	UNITED05	United Rentals, Inc.	10/09/2024	378.23
102947	HDSUP01	WHITE CAP, L.P.	10/09/2024	249.81
102948	YTIRES	Y Tire Sales	10/09/2024	827.19
			Report Total (68 checks):	599,814.04

Item #19.C.

City of
IRWINDALE
AGENDA REPORT

Date: October 9, 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. 2024-78-3555, 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, Police Captain

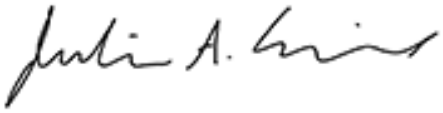
Reviewed by:

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 to include 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 $13,756.47 for fiscal year 2023-2024 in federal asset forfeiture proceeds. These IPD's 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.

Fiscal Impact:

The attached resolution allows for the receipt of, and an appropriation of $13,756.47 in federal asset forfeiture revenue to be distributed to the City of Irwindale Police Department Operating Supplies expenditure account number 16-35-370-42200-0000.

Attachments:

1. Resolution Asset Forfeiture Appropriation 10-09-24

RESOLUTION NO. 2024-78-3555

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 $13,756.47 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, in the amount of $13,756.47 are approved, received as supplemental to the Police Department Budget, available to be appropriated.

SECTION 2. The City Council hereby appropriates the $13,756.47 in federal asset forfeiture funds to the City of Irwindale Police Department Operating Supplies expenditure account number 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 9th day of October, 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. 2024-78-3555 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 9th day of October, 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: October 9, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Biennial Conflict of Interest Code Update

City Manager's Recommendation:

Adopt Resolution No. 2024-79-3556 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING RESOLUTION NO. 2022-93-3343 AND ESTABLISHING A CONFLICT OF INTEREST CODE FOR DESIGNATED CITY PERSONNEL AND CONSULTANTS" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The Political Reform Act (Government Code Section 81000, et seq.) requires public agencies in California to adopt a Conflict of Interest code. This code designates positions required to file Statements of Economic Interests (Fair Political Practices Commission "FPPC" Form 700), and assigns disclosure categories specifying the types of interests to be reported. Form 700 is a public document intended to alert public officials and members of the public to the types of financial interests held by certain employees, consultants, and members of boards and commissions, which may create conflicts of interest if these persons are likely to be involved in decision-making that could affect their own financial interests.

Each local agency code must contain the following:

1. Terms of the Code

The terms of the code comprise the main body of a code and include such provisions as the manner to report financial interests, the disqualification procedures, etc. The FPPC recommends that agencies incorporate FPPC Regulation 18730 by reference because the type of information required to be in the main body of the code is complex, and Regulation 18730 contains all of these provisions. Staff has adhered to this recommendation and has included the most recently adopted version of Regulation 18730 as Appendix A to the proposed Resolution.

2. Designated Positions

The code must specifically list positions that make or participate in making decisions. Typically, positions that involve voting on matters, negotiating contracts, or making recommendations on purchases without substantive review must be included in codes. *Note: Positions listed in Government Code Section 87200 (i.e. Members of the City Council, Members of the Planning Commission, City Manager, City Attorney, City Treasurer, etc.) are not required to be included, as these positions are required to file Form 700 pursuant to Government Code 87200.*

To ensure conflict of interest codes remain current and accurate, each local agency is required to review its code at least every even-numbered year. A local agency's conflict of interest code must reflect the current structure of the organization and properly identify officials and employees who should be filing Form 700s.

Since the City Council's last review and adoption of the Conflict of Interest Code in 2022, there have been changes to the agency's organizational structure, positions have been eliminated or renamed, and new positions have been added.

The City's Executive Team has reviewed the list of designated employees and the following updates have been provided. Updates have been made in accordance with the Resolutions and recommendations listed below:

Position	Disclosure Category	Add/Remove/Update	Note
Associate Engineer	2	Add	Position is funded / staffed
Building Inspector	2	Add	Resolution No. 2024-69-3546
Executive Assistant	2	Remove	Position is currently frozen / unfunded
Maintenance Lead Worker	2	Remove	Substantial change in duties since the schedule was last approved

It would now be appropriate for the Conflict of Interest Code to be updated, incorporating the changes indicated in the table above.

Fiscal Impact:

There is no fiscal impact associated with the adoption of the proposed resolution.

Attachments:

1. Local Agency Biennial Notice 2024
2. Resolution No. 2022-93-3343
3. Resolution No. 2024-79-3556 Conflict of Interest Code Update

2024 Local Agency Biennial Notice

Name of Agency: City of Irwindale

Mailing Address: 5050 N. Irwindale Avenue

Contact Person: Laura Nieto Phone No. 626-430-2202

Email: LNieto@irwindaleca.gov Alternate Email: AHegdahl@irwindaleca.gov

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX):*

☑ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☑ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☑ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other *(describe)* _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification **(to be completed if no amendment is required)**

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

_____ _____

Signature of Chief Executive Officer *Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

City of Irwindale - 5050 N. Irwindale Avenue, Irwindale, CA 91706

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

RESOLUTION NO. 2022-93-3343

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING RESOLUTION NO. 2020-68-3228 AND ESTABLISHING A CONFLICT OF INTEREST CODE FOR DESIGNATED CITY PERSONNEL AND CONSULTANTS

A. Recitals.

(i) The Political Reform Act of 1974, California Government Code §§81000 *et seq.* has in the past and foreseeably will in the future require conforming amendments to be made in Conflict of Interest codes adopted and promulgated pursuant to its provisions.

(ii) The Fair Political Practices Commission has adopted a regulation, Division 6 of Title 2, California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which will be amended to conform to amendments in the Political Reform Act after requisite public notice and hearings conducted by the Fair Political Practices Commission pursuant to the Administrative Procedure Act, California Government Code §§11370, *et seq.*

(iii) Incorporation by reference of the terms of the aforementioned regulation and amendments to it in this City's Conflict of Interest Code will save this Council time and expenditure of public funds by minimizing the actions required of this Council to maintain conformity with the Political Reform Act.

(iv) Pursuant to the provisions of California Government Code §87311, officers, employees, members of the public, consultants, and residents of the jurisdiction were given adequate notice and a fair opportunity to present their views.

B. Resolution.

NOW, THEREFORE, the City Council of the City of Irwindale, does hereby find, determine and resolve as follows:

1. The above recitals, Part A of this Resolution, are true and correct, and incorporated herein by this reference.

2. The Conflict of Interest Code adopted by this City Council on September 23, 2020 by Resolution No. 2020-68-3228, is hereby repealed in its entirety.

3. The terms of Division 6 of Title 2, California Code of Regulations §18730 (a copy of which is attached as Appendix A) and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix A in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for the staff of the City of Irwindale.

4. Persons holding designated positions shall file statements of economic interests pursuant to Sections 4 and 5 of the Conflict of Interest Code as set forth in Cal. Code of Regs. §18730b(4) and (5).

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

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

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-93-3343 was passed, approved, and adopted at a regular meeting of the City Council of the City of Irwindale held on the 26th day of October 2022, by the following vote:

AYES:	Councilmembers:	Ambriz, Breceda, Garcia, Ortiz, Mayor Burrola
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAINED:	Councilmembers:	None

Laura M. Nieto

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPENDIX

A

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.[1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's

disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.[2]

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property[3] is required to be reported,[4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,[5] the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,[6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of $520.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $520 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from

any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made.

The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

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[1] Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[2] See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[3] For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[4] Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[5] A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[6] Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.

2. Editorial correction (Register 80, No. 29).

3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).

4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).

7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).

8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).

10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).

11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.

12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).

13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).

14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).

15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).

17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

36. Amendment of subsections (b)(8.1)-(8.1)(A) filed 12-23-2020; operative 1-1-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2020, No. 52).

37. Amendment of subsections (b)(3)(C), (b)(5)(C), (b)(5.5), (b)(5.5)(A)(2), (b)(7)(D), (b)(8)(A), (b)(8.1)(A), (b)(8.2)(A), (b)(8.2)(C)-(D), (b)(8.3)(A), (b)(9), (b)(9.3), (b)(9.5), (b)(10) and (b)(11) and footnote 5 filed 5-12-2021; operative 6-11-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974

Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).

APPENDIX B

Designated Employees	Disclosure Categories
Aquatics Supervisor	2
Assistant City Engineer	2
Assistant Engineer	2
Assistant to the City Manager	2
Associate Planner	2
Benefits Administrator	2
Chief Deputy City Clerk	2
City Librarian	2
Code Enforcement Officer	2
Construction Compliance Manager	2
Executive Assistant	2
Finance Manager	2
Housing Coordinator	2
Human Resources / Risk Manager	2
Information Technology Manager	2
Maintenance Lead Worker	2
Management Analyst	2
Police Captain	2
Police Lieutenant	2
Project Manager – Construction Compliance	2
Public Works Maintenance Supervisor	2
Recreation Manager	2
Recreation Supervisor	2
Senior Center Manager	2
Senior Code Enforcement Officer	2
Senior Finance Analyst	2
Assistant City Attorney	1, 2
Assistant City Manager	1, 2
Chief of Police	1, 2
Community Development Director	1, 2
Director of Engineering / Building Official	1, 2
Finance Director / City Treasurer	1, 2
Public Services Director	1, 2
Senior Planner	1, 2

NOTE: City Council, City Manager, City Attorney, City Treasurer and Planning Commissioners are required to submit disclosure statements pursuant to State law (California Government Code § 87200 *et seq.*), not this Code. With respect to consultants, the City Manager shall determine in writing if a particular consultant performs a range of duties requiring disclosure hereunder. This determination shall include a description of the consultant's duties and a statement of the extent

of disclosure requirements. A copy of this determination shall be filed with the Chief Deputy City Clerk and a copy forwarded to the City Council.

Category 1

Persons in this category shall disclose all interests in real property within the jurisdiction of the City. Real property shall be deemed to be within the jurisdiction if it or any part of it is located not more than two miles outside the City's boundaries or within two miles of any land owned or used by the City.

Category 2

Persons in this category shall disclose all income from and investments in businesses which provide or sell services or supplies of the type associated with the job assignment and utilized by the City. In addition, as to any business entity in which the person or his or her spouse owns, directly, indirectly, or beneficially, a ten percent or greater interest, the person shall disclose his or her pro rata share of the income and the sources of income of the entity if the entity provides or sells services or supplies of the type indicated in the first sentence of this paragraph.

RESOLUTION NO. 2024-79-3556

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING RESOLUTION NO. 2022-93-3343 AND ESTABLISHING A CONFLICT OF INTEREST CODE FOR DESIGNATED CITY PERSONNEL AND CONSULTANTS

A. Recitals.

(i) The Political Reform Act of 1974, California Government Code §§81000 *et seq*. has in the past and foreseeably will in the future require conforming amendments to be made in Conflict of Interest codes adopted and promulgated pursuant to its provisions.

(ii) The Fair Political Practices Commission has adopted a regulation, Division 6 of Title 2, California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which will be amended to conform to amendments in the Political Reform Act after requisite public notice and hearings conducted by the Fair Political Practices Commission pursuant to the Administrative Procedure Act, California Government Code §§11370, *et seq.*

(iii) Incorporation by reference of the terms of the aforementioned regulation and amendments to it in this City's Conflict of Interest Code will save this Council time and expenditure of public funds by minimizing the actions required of this Council to maintain conformity with the Political Reform Act.

(iv) Pursuant to the provisions of California Government Code §87311, officers, employees, members of the public, consultants, and residents of the jurisdiction were given adequate notice and a fair opportunity to present their views.

B. Resolution.

NOW, THEREFORE, the City Council of the City of Irwindale, does hereby find, determine and resolve as follows:

1. The above recitals, Part A of this Resolution, are true and correct, and incorporated herein by this reference.

2. The Conflict of Interest Code adopted by this City Council on October 26, 2022 by Resolution No. 2022-93-3343, is hereby repealed in its entirety.

3. The terms of Division 6 of Title 2, California Code of Regulations §18730 (a copy of which is attached as Appendix A) and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix A in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for the staff of the City of Irwindale.

4. Persons holding designated positions shall file statements of economic interests pursuant to Sections 4 and 5 of the Conflict of Interest Code as set forth in Cal. Code of Regs. §18730b(4) and (5).

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

PASSED, APPROVED, AND ADOPTED this 9th day of October 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. 2024-79-3556 was passed, approved, and adopted at a regular meeting of the City Council of the City of Irwindale held on the 9th day of October 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAINED: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

APPENDIX A

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.[1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's

disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.[2]

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property[3] is required to be reported,[4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,[5] the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,[6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of $520.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $520 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from

any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made.

The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

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[1] Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[2] See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[3] For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[4] Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[5] A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[6] Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.

2. Editorial correction (Register 80, No. 29).

3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).

4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).

7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).

8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).

10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).

11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.

12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).

13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).

14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).

15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).

17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

36. Amendment of subsections (b)(8.1)-(8.1)(A) filed 12-23-2020; operative 1-1-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2020, No. 52).

37. Amendment of subsections (b)(3)(C), (b)(5)(C), (b)(5.5), (b)(5.5)(A)(2), (b)(7)(D), (b)(8)(A), (b)(8.1)(A), (b)(8.2)(A), (b)(8.2)(C)-(D), (b)(8.3)(A), (b)(9), (b)(9.3), (b)(9.5), (b)(10) and (b)(11) and footnote 5 filed 5-12-2021; operative 6-11-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974

Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).

APPENDIX B

Designated Employees	Disclosure Categories
Aquatics Supervisor	2
Assistant City Engineer	2
Assistant Engineer	2
Assistant to the City Manager	2
Associate Engineer	2
Associate Planner	2
Benefits Administrator	2
Building Inspector	2
Chief Deputy City Clerk	2
City Librarian	2
Code Enforcement Officer	2
Construction Compliance Manager	2
Finance Manager	2
Housing Coordinator	2
Human Resources / Risk Manager	2
Information Technology Manager	2
Management Analyst	2
Police Captain	2
Police Lieutenant	2
Project Manager – Construction Compliance	2
Public Works Maintenance Supervisor	2
Recreation Manager	2
Recreation Supervisor	2
Senior Center Manager	2
Senior Code Enforcement Officer	2
Senior Finance Analyst	2
Assistant City Attorney	1, 2
Assistant City Manager	1, 2
Chief of Police	1, 2
Community Development Director	1, 2
Director of Engineering / Building Official	1, 2
Finance Director / City Treasurer	1, 2
Public Services Director	1, 2
Senior Planner	1, 2

NOTE: City Council, City Manager, City Attorney, City Treasurer and Planning Commissioners are required to submit disclosure statements pursuant to State law (California Government Code § 87200 *et seq.*), not this Code. With respect to consultants, the City Manager shall determine in writing if a particular consultant performs a range of duties requiring disclosure hereunder. This determination shall include a description of the consultant's duties and a statement of the extent

of disclosure requirements. A copy of this determination shall be filed with the Chief Deputy City Clerk and a copy forwarded to the City Council.

Category 1

Persons in this category shall disclose all interests in real property within the jurisdiction of the City. Real property shall be deemed to be within the jurisdiction if it or any part of it is located not more than two miles outside the City's boundaries or within two miles of any land owned or used by the City.

Category 2

Persons in this category shall disclose all income from and investments in businesses which provide or sell services or supplies of the type associated with the job assignment and utilized by the City. In addition, as to any business entity in which the person or his or her spouse owns, directly, indirectly, or beneficially, a ten percent or greater interest, the person shall disclose his or her pro rata share of the income and the sources of income of the entity if the entity provides or sells services or supplies of the type indicated in the first sentence of this paragraph.

Item #19.E.

City of
IRWINDALE
AGENDA REPORT

Date: October 9, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Adopt a Revised Facility & Open Space Rental Policy for the Dan Diaz Recreation Center, the Irwindale Aquatics Center and Irwindale Parks

City Manager's Recommendation:

Adopt Resolution No. 2024-80-3557, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECINDING RESOLUTION NO. 2024-16-3493 AND ADOPTING A REVISED FACILITY & OPEN SPACE RENTAL POLICY FOR THE DAN DIAZ RECREATION CENTER, IRWINDALE AQUATICS CENTER, AND IRWINDALE PARKS."

Administrative Action:

Submitted / Prepared by:

Elizabeth Rodriguez, Public Services Director

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On February 7, 2024, the Parks & Recreation Commission recommended approval of the Facility & Open Space Rental Policy for the Dan Diaz Recreation Center, Irwindale Aquatics Center, and Irwindale Parks to the City Council. On March 13, 2024, City Council adopted Resolution No. 2024-16-3493, entitled, **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE FACILITY & OPEN SPACE RENTAL POLICY FOR THE DAN DIAZ RECREATION CENTER, IRWINDALE AQUATICS CENTER, AND IRWINDALE PARKS."** As part of the adoption of this policy, City Council requested a flyer be distributed to all residents informing them of this new policy and its effective date, which was on May 20, 2024.

For the past three months, staff have been monitoring the policy and receiving feedback from the community. As a result, staff recommends the following two revisions be made to the policy in order to provide quality service to all patrons:

1. All fees must be paid at the time the application is submitted in order to secure the rental, with the exception of any rental that requires approval from management/administration. All fees associated with these rentals will be paid for upon approval.
2. Change the rental fees for the new Picnic Shelter east of the Bus Turnabout and the Margaret Diaz Pavilion from the Picnic Shelter fees to the Picnic Area fees as highlighted below in bold.

	PICNIC AREA FEES	PICNIC SHELTER FEES
Rental Fee	**Fee Amount**	Fee Amount
Resident	**15.00 Daily**	10.00 Hourly
Irwindale Business/Non-Profit Organization	**25.00 Daily**	15.00 Hourly
Non-Resident	**35.00 Daily**	300.00 Per Day
Other Fees		
Security Deposit	**N/A**	75.00
Power Outlet Convenience Fee	**15.00 Daily**	N/A
Insurance (if obtained through the City)	**N/A**	At Cost

Staff recommends the change in fees due to the number of amenities that are offered at the Picnic Shelter versus the Bus Turnabout Shelter and the Margaret Diaz Pavilion. These amenities include multiple electrical outlets, a stove, two sinks, three concrete tables for prepping, food, presents, etc., and an enclosed location with three separate sections. The Bus Turnabout Shelter and the Margaret Diaz Pavilon do not have these amenities. Additionally, the Picnic Shelter rental requires insurance. Staff feels it is unnecessary to require a patron to purchase or obtain insurance for the Bus Turnabout Shelter and the Margaret Diaz Pavilion when these areas do not have the same amenities as the Picnic

Shelter.

Staff presented these revisions to the Parks & Recreation Commission at its regularly scheduled meeting on September 4, 2024. At the meeting, the commission accepted and recommended approval of these revisions to the City Council, including the following:

- Identify the Picnic Shelter east of the Bus Turnabout as Picnic Area 4; and
- Identify the Margaret Diaz Pavilion as Picnic Area 5; and
- Change the word should to must under Pets and Service Animals to read as follows: All dogs must be led by a leash or chain not more than 6 feet long and under the full control of its owner or custodian. (IMC 9.16.020 A); and
- Ensure all City employees have a City ID if they will be renting facilities as residents.

Fiscal Impact:

There may be a potential decrease in revenue but the amount is very minimal. This change will align the fees with the amenities provided for with similar picnic areas.

Attachments:

1. 10-9-2024 Rental Policy - RESOLUTION(1021161.1)
2. 10-9-2024 Facility & Open Space Rental Policy for DDRC & IAC - REVISED REDLINED POLICY

RESOLUTION NO. 2024-80-3557

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECINDING RESOLUTION NO. 2024-16-3493 AND ADOPTING A REVISED FACILITY & OPEN SPACE RENTAL POLICY FOR THE DAN DIAZ RECREATION CENTER, IRWINDALE AQUATICS CENTER, AND IRWINDALE PARKS.

WHEREAS, at the February 7, 2024 regularly scheduled Parks & Recreation Commission Meeting, the Commission completed a final review of the Facility & Open Space Rental Policy for the Dan Diaz Recreation Center, Irwindale Aquatics Center, and Irwindale parks (Rental Policy) and recommended approval to the City Council; and

WHEREAS, on March 13, 2024, the City Council adopted Resolution No. 2024-16-3493, entitled, "A Resolution of the City Council of the City of Irwindale Adopting the Facility & Open Space Rental Policy for the Dan Diaz Recreation Center, Irwindale Aquatics Center, and Irwindale Parks"; and

WHEREAS, after monitoring the policy for the past three months, revisions were required based on staff and public feedback and to provide quality customer service to all patrons; and

WHEREAS, the changes include: 1) All fees must be paid at the time the application is submitted in order to secure the rental, with the exception of any rental that requires approval from management/administration. All fees associated with these rentals will be paid for upon approval; 2) Change the rental fees for the new Picnic Shelter east of the Bus Turnabout (Picnic Area 4) and the Margaret Diaz Pavilion (Picnic Area 5) from the Picnic Shelter fees to the Picnic Area fees, which reduces the cost of the rentals to be consistent with other City Park Picnic Areas; and 3) Change the word "should" to "must" under the "Pets and Service Animals" section so the sentence reads as follows: "All dogs must be led by a leash or chain not more than 6 feet long and under the full control of its owner or custodian (IMC 9.16.020 A); and

WHEREAS, the Rental Policy provides that it shall be reviewed one year after its approval to receive feedback from the public and staff on how the Rental Policy has impacted the community; and

WHEREAS, on September 4, 2024, the Parks & Recreation Commission reviewed these revisions and recommended approval to the City Council; and

WHEREAS, based on the revised recommendations from the Parks & Recreation Commission, the City Council hereby desires to approve revisions identified above and adopt the City of Irwindale Facility & Open Space Rental Policy for the Dan Diaz Recreation Center, Irwindale Aquatics Center, and Irwindale parks.

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

SECTION 1. The City Council hereby adopts the Recitals above as true and correct and incorporates them herein by reference.

SECTION 2. The City Council hereby approves and adopts the City of Irwindale Facility & Open Space Rental Policy for the Dan Diaz Recreation Center, Irwindale Aquatics Center, and Irwindale parks (Rental Policy). City staff is hereby authorized to utilize and implement the Rental Policy, attached hereto as **Exhibit** "**A**".

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

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 9th day of October 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 }

01005.0006/1021161.1

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-80-3557 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 9th day of October 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

City of Irwindale

Facility & Open Space Rental Policy for the Dan Diaz Recreation Center, Irwindale Aquatics Center, and Irwindale Parks

REVISED: OCTOBER 9, 2024

1161.1

I. SCOPE

This policy will provide guidelines as it relates to the facility and open space rentals provided by and through the Dan Diaz Recreation Center and Irwindale Aquatics Center.

II. PURPOSE

The purpose of this policy is to establish guidelines that will govern the process by which staff is able rent out facilities at and through the Dan Diaz Recreation Center and Irwindale Aquatics Center.

III. DEFINITIONS

a. **Applicant.** The person renting the facility or open space.

b. **City.** The City of Irwindale.

c. **Facility.** A public building or infrastructure such as the Dan Diaz Recreation Center, the Irwindale Aquatics Center, the Swimming Pool, the Picnic Shelter, Picnic Area, etc.

d. **Irwindale Business.** A business located in the City of Irwindale with a valid City of Irwindale Business License.

e. **Non-Profit.** A bona-fide 501(c) organization or government agency.

f. **Non-resident.** A person that does not live in the City of Irwindale, does not have an active Resident Identification Card, is not a City of Irwindale Employee, or is not a business located in the City of Irwindale.

g. **Open Space.** Any City park, picnic area, grass area, plaza, basketball court, tennis court, volleyball court, etc.

h. **Resident Identification Card.** This card is to provide a method by which City staff can accurately identify eligible residents of the City of Irwindale for the purpose of providing a variety of benefits (i.e., rentals, programs, classes, etc.).

i. **Resident.** A person that lives in the City of Irwindale and has an active Resident Identification Card. A City of Irwindale Employee is also able to sign up as a resident participant and must present their employee identification card at the time of signup.

j. **Staff.** Any City employee who works at Irwindale City Hall, the Irwindale Aquatics Center, or the Dan Diaz Recreation Center.

IV. PROCEDURES

These procedures have been established by the City of Irwindale in an effort to ensure there is an established policy for facility and open space rentals that provides information on the following:

- List of Facilities for Rent; and
- Use of Facilities and Open Spaces; and
- Rental rates, with discounts for residents and non-profit organizations; and
- Scheduling, changes, and cancellation; and
- Security Deposits and payment; and
- Approval of rentals; and
- Liability and insurance requirements; and
- Parking and noise; and
- Prohibited activities.; and
- Decorating; and
- Pets and service animals; and
- Facility & open space cleanup; and
- City-Sponsored Events; and
- Other Permits Required; and
- Appeals Process.

List of Facilities for Rent

There are various indoor and outdoor facilities and spaces in the City of Irwindale that are available to rent. Applications are accepted on a first come, first serve basis and must be submitted no later than one week prior to the rental. For long-term rentals, applications must be submitted 30 days prior to the first rental date. The following lists the facilities available to rent as part of this policy:

1. Dan Diaz Recreation Center
    a. Dan Diaz Recreation Center Gymnasium
    b. Alfred F. Herrera Memorial Field (Softball Field)
    c. Irwindale Park
        i. Picnic Shelter (Near Playground)
        ii. Picnic Area 1a (West of Swimming Pool)
        iii. Picnic Area 1b (West of Swimming Pool)
        iv. Picnic Area 2 (Adjacent to Playground)
        v. Picnic Area 3 (Adjacent to outdoor Volleyball pit)
        vi. Picnic Area 4 (East of the Bus Turnabout)
        vii. Picnic Area 5 – Margaret Diaz Pavilion (North of Irwindale Plaza)
    d. Jardin de Roca Park
        i. Picnic Area 1 (West of Tot Lot)

ii. Picnic Area 2 (South of Tennis Courts)

2. Irwindale Aquatics Center
    a. Swimming Pool

A map of these areas is attached to this policy as Exhibit “A”.

To rent any of the City facilities or open spaces, please contact or visit the following centers as applicable:

Dan Diaz Recreation Center (626) 430-2224
16053 Calle de Paseo
Irwindale, CA 91706

Irwindale Aquatics Center (626) 430-2248
16053 Calle de Paseo
Irwindale, CA 91706

Not all rooms in a facility or open spaces are available for rental. Most open spaces are available on a first come, first serve basis. The picnic areas at Little Park of Irwindale and El Nido Park are available on a first come, first serve basis. The Picnic Shelter east of the Bus Turnabout and the Irwindale Park Trellis north of the Irwindale Plaza are available to rent. The rental fee is identified under Picnic Area in the City of Irwindale Comprehensive Schedule of Fees & Charges.

Facility Uses

The facility uses are approved for but not limited to the following:

1. Dan Diaz Recreation Center
    a. Dan Diaz Recreation Center Gymnasium: Gymnasium rentals are approved in accordance with the rules and regulations for but not limited to Basketball, Pickleball, Volleyball, Cheer, T-ball, Whiffle ball, etc. This includes practices, games, tournaments, and competitions.
    b. Alfred F. Herrera Memorial Field (Softball Field): The softball field rentals are primarily approved in accordance with the rules and regulations for but not limited to softball practices, games, and tournaments. However, the use of this field is approved for City-sponsored events such as flag football and soccer, and soccer and baseball as outlined in Irwindale Municipal Code Chapter 9.16.050 – Soccer in parks, and 9.16.060 Baseball (hardball) in parks.
    c. Irwindale and Jardin de Roca Park: The use of these picnic shelters and areas are approved for but not limited to birthday, anniversary, retirement, etc. parties; family reunions; receptions; memorials; etc. (Larger events and the use of specific equipment may require a special event, building, electrical, etc. permits).

2. Irwindale Aquatics Center
    a. Swimming Pool: Rentals are approved in accordance with the rules and regulations for but not limited to pool parties, swim meets, water polo, AquaVolleyball, fitness, etc. This includes any practices, games, and tournaments.

No facility may be rented more than two times a week by the same person, organization, non-profit, or business.

Facility Rental Fees

The rental fees are tied to the most recently approved and adopted City of Irwindale Comprehensive Schedule of Fees & Charges, which can be found on the City's website at www.irwindaleca.gov.

Dan Diaz Recreation Center Gymnasium		
Rental Fee	**Fee Amount**	**Notes**
Resident	25.00	Hourly, 2 Hour Minimum
Irwindale Business/Non-Profit Organization	75.00	Hourly, 2 Hour Minimum
Non-Resident	100.00	Hourly, 2 Hour Minimum
Other Fees		
Scoreboard/Keeper Staff Time	At Cost	Charged at Sr. Rec Leaders Rate
Security Deposit	200.00	
Insurance (if obtained through City)	At Cost	Varies per Type of Event

Picnic Shelter		
Rental Fee	**Fee Amount**	**Notes**
Resident	10.00	Hourly

Irwindale Business/Non-Profit Organization	15.00	Hourly
Non-Resident (only if less than 30 days to event)	300.00	Per Day
Other Fees		
Security Deposit	75.00	
Insurance (if obtained through City)	At Cost	Varies per Type of Event

Picnic Area		
Rental Fee	**Fee Amount**	**Notes**
Resident	15.00	Daily
Irwindale Business/Non-Profit Organization	25.00	Daily
Non-Resident	35.00	Daily
Other Fees		
Power Outlet Convenience Fee	15.00	Daily

Alfred F. Herrera Memorial Field (Softball Field)		
Rental Fee	**Fee Amount**	**Notes**
Resident	25.00	Hourly
Irwindale Business/Non-Profit Organization	35.00	Hourly
Non-Resident	50.00	Hourly

Softball Field Lighting Rental		
Resident	15.00	Hourly
Irwindale Business/Non-Profit Organization	25.00	Hourly
Non-Resident	30.00	Hourly
Other Fees		
Scoreboard/Keeper Staff Time	At Cost	Charged at Sr. Rec Leaders Hourly Rate
Security Deposit	200.00	
Insurance (if obtained through City)	At Cost	Varies per Type of Event

Swimming Pool		
Rental Fee	**Fee Amount**	**Notes**
Resident	200.00	Hourly
Irwindale Business/Non-Profit Organization	300.00	Hourly
Non-Resident	400.00	Hourly
Other Fees		
Assistant Pool Manager	At Cost	
Sr. Lifeguards	At Cost	
Security Deposit	300.00	
Insurance (if obtained through City)	At Cost	Varies per Type of Event

Schedules, Changes, and Cancellation

For Irwindale Residents, all facility and open space rentals are available for rent up to one week prior to a planned event as long as an Application is submitted, approved, and paid

for at least one week prior to the planned event (assuming no other conflicting rental Application has been submitted and approved). Any changes to the Application must be made prior to the event. Irwindale Businesses, Non-Profit Organizations, Non-Residents and long-term rentals regardless of resident, non-resident, business, or non-profit status must apply for a rental one month prior to their event and any changes to the rental must be made one week prior to the rental.

Facility and open space rentals are subject to a cancellation fee based on the number of days prior to the event the rental was cancelled. The Cancellation Fees are listed as follows:

Cancellation Fees		
Cancellation Fee: 60+ Days Prior to Event	10%	10% of Rental Fee; Charged to Security Deposit
Cancellation Fee: 6-59 Days Prior to Event	30%	30% of Rental Fee; Charged to Security Deposit
Cancellation Fee: 0-5 Days Prior to Event	100%	100% of Rental Fee; Charged to Security Deposit

Security Deposits and Payments

Security Deposits and all fees, including insurance if purchasing from the City, must be paid for at the time the application is submitted in order to secure the rental, with the exception of any rental that requires approval from management/administration. The Security Deposit and all fees associated with these rentals will be paid for upon approval. The Security Deposit will be refunded by a City check to the Applicant, or head of household, stated on the application within 30 days upon inspection of the facility and open space area(s), confirmation that no property damage was made or prohibited activities occurred, and there is no additional clean up required as a result of the event. A staff member will be assigned to verify the condition of the rental at the end of the event. The refundable security deposit is forfeited if:

a. The Facility or Open Space area is damaged in any way, including damaged, broken and/or missing equipment/picnic benches, graffiti, vandalism, or similar damage.
b. The Facility, parking lot, city vehicles or any other city-owned property is damaged or left in an unacceptable manner.
c. The Facility or Open Space area is not left properly clean.

d. The Applicant or a member of the event engaged in prohibited activities as outlined in the Irwindale Municipal Code Section 9.16.020 and activities identified in the Prohibited Activities section of this policy.

Approval of Rentals

The Application, Security Deposit and all fees, including insurance if purchasing from the City, must be paid for at the time the application is submitted in order to secure the rental, with the exception of any rental that requires approval from management/administration. All fees associated with these rentals will be paid for upon approval. The City of Irwindale may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community. The facility shall be used for the purpose stated in this Agreement and no other use will be permitted.

The Picnic Shelter and the Picnic Area rentals are processed through the Dan Diaz Recreation Center. Recreation Staff is authorized to process and approve Picnic Shelter and Picnic Area rentals. Rentals for the Dan Diaz Recreation Gymnasium, the Alfred F. Herrera Memorial Field, and the Irwindale Swimming Pool will need to be routed to and approved by the Recreation Manager/Aquatics Supervisor, Public Services Director, and the Assistant City Manager.

Any rental may be terminated for just cause.

Liability and Insurance Requirements

All uses of City facilities will be subject to the following regulations and restrictions:

A. Insurance and Indemnification.

a. When it is deemed to be in the best interest of the general public, the City will require the Applicant to furnish a Certificate of Insurance naming the City as additionally insured. The amount of the insurance shall not be less than $1,000,000 per occurrence of commercial general liability insurance.
b. Insurance is also available for purchase through the City's Insurance. Staff will obtain a quote for insurance, which is based on type of rental, type of event, and number of rental days requested:
    i. Note, if insurance is purchased from the City and Applicant cancels within 15 days of rental date, insurance will be returned minus a $10.00 administrative fee.
c. To the full extent permitted by law, Applicant 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 use of the City's facilities provided herein by Applicant, its guests, employees, agents, subcontractors, or invitees ("indemnors") and in connection therewith:

i. Applicant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
ii. Applicant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the use of the City's facilities provided herein by indemnors; and Applicant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
iii. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Applicant for such damages or other claims arising out of or in connection with the use of the City's facilities provided herein, Applicant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.
iv. Applicant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from use of the City's facilities hereunder.
v. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Applicant and shall survive termination of this Agreement.

B. Applicant is solely responsible for supervising all individuals at the City facility and open spaces during the event. The City is not responsible for providing this supervision.

Parking and Noise

Parking for events is limited to public parking spaces and street parking. There is absolutely no parking in any area where the curb is painted red, resident and service road driveways, the bus turnabout, emergency access gates, and the entrance to the David Fraijo Martinez Public Works Building. These areas should never be blocked by vehicles. No parking is allowed in adjacent business parking lots.

Irwindale Municipal Code (IMC) Section 9.28 describes the regulations for noise. While music from a radio or phone with a small portable speaker is allowed, the ambient noise

level should not exceed 50 decibels between the hours of 7am and 10pm, per IMC Section 9.28.30, in any City Park, Facility or Open Space. Any noise at a level which exceeds the ambient or the ambient base level as set forth above by more than 10 dB when measured at any boundary line of the property from which the noise emanates shall constitute proof of a violation.

Prohibited Activities

An extensive list of prohibited activities in the City of Irwindale Parks can be found under Irwindale Municipal Code Section 9.16.020. For the purposes of this policy, the following activities are prohibited and the applicant will forfeit their security deposit if the applicant or anyone at the event is caught engaging in such activity:

- No smoking within any City Facility including restrooms and within 20 feet of an entrance of a facility;
- No unauthorized vehicles are allowed in the park at any time, this includes loading and unloading;
- No roping off areas or placing personal items (such as ice chests, chairs, blankets, etc.) to reserve additional picnic tables in the park that are on a first come, first serve basis;
- No amplified music (a personal radio or phone with small portable speaker is allowed), bands, DJs, carnival rides, moon bounces, tents, or animals (except on leash or Service Animals) allowed on the park grounds unless the activity is a City Sponsored event; and
- No alcohol is allowed at any parks, the Alfred F. Herrera Memorial Field, the Dan Diaz Recreation Center or the Irwindale Aquatics Center;
- No gambling of any kind shall be conducted on, or in, City facilities, and the Applicant shall ensure that no disorderly or illegal conduct shall be allowed in any facility. Charitable events and/or fundraisers in support of non-profit organizations that include a “Casino Night” or similar event where no monies are wagered are excluded from this prohibition.
- No smoking within 20 feet of main entrances, exits, and operable windows of a public building/space.

The Irwindale Police Department will be contacted if the applicant or anyone in the party uses a tent, jumper, trampoline, bounce house, or moonbounce.

Decorating

Decorating is allowed in the Picnic Shelter, Picnic Areas, the Dan Diaz Recreation Center Gymnasium and the Irwindale Aquatics Center. Decorations are to be immediately taken down and removed at the end of the event. This includes but is not limited to tape, string, or other mounting mechanisms.

Pets and Service Animals

All dogs must be led by a leash or chain not more than 6 feet long and under the full control of its owner or custodian (IMC 9.16.020 A.)

Facility & Open Space Cleanup

All food, trash, decorations, etc. must be cleaned up and properly disposed of in a trash can located in the facility or open space area. If the trash can is full, the Applicant must find another trash can to use. If any taco carts, or equivalent, are used, all oil/grease must be properly disposed of and cleaned. To properly dispose of the oil, place it in a leak proof container with tightfitting lids and discard in the trash with the lid secured. Do not pour oil/grease down sinks, storm drains/grates, or on the ground. If the oil/grease is not properly disposed of, then the security deposit will be forfeited.

City-Sponsored Events/Operations

City-Sponsored Events will take precedence over all rentals. The Dan Diaz Recreation Center Gymnasium and the Irwindale Aquatics Center's Swimming Pool will only be available to rent outside existing hours of operation and when no events are scheduled. No rentals at the Dan Diaz Recreation Center, Irwindale Aquatics Center, Alfred F. Herrera Memorial Field or at Irwindale Park will be approved or allowed during City-Sponsored Events including but not limited to the Easter Eggstravaganza, Red, White and You BBQ, Halloween Spooktacular, Christmas Spectacular & Mayor's Tree Lighting Ceremony. Limited rentals will be allowed during Music in the Park and MariachiFest including but not limited to the Picnic Shelters and Picnic Areas; however, large attended rentals will not be approved during Music in the Park and MariachiFest in order to accommodate the City-Sponsored Events.

Other Permits

A Special Event Permit may be required with the City's Community Development Department for any private event including but not limited to family reunions, corporate picnics, funerals, weddings, parties exceeding a specific number, etc. Any use of temporary equipment such as oversized tents, fencing, booths; entertainment, and the presence of vendors will require a Special Event Permit. Additional permits may also include an Amplified Sound Registration Statement Form, Building Permits, and Electrical Permits to name a few.

Appeals Process

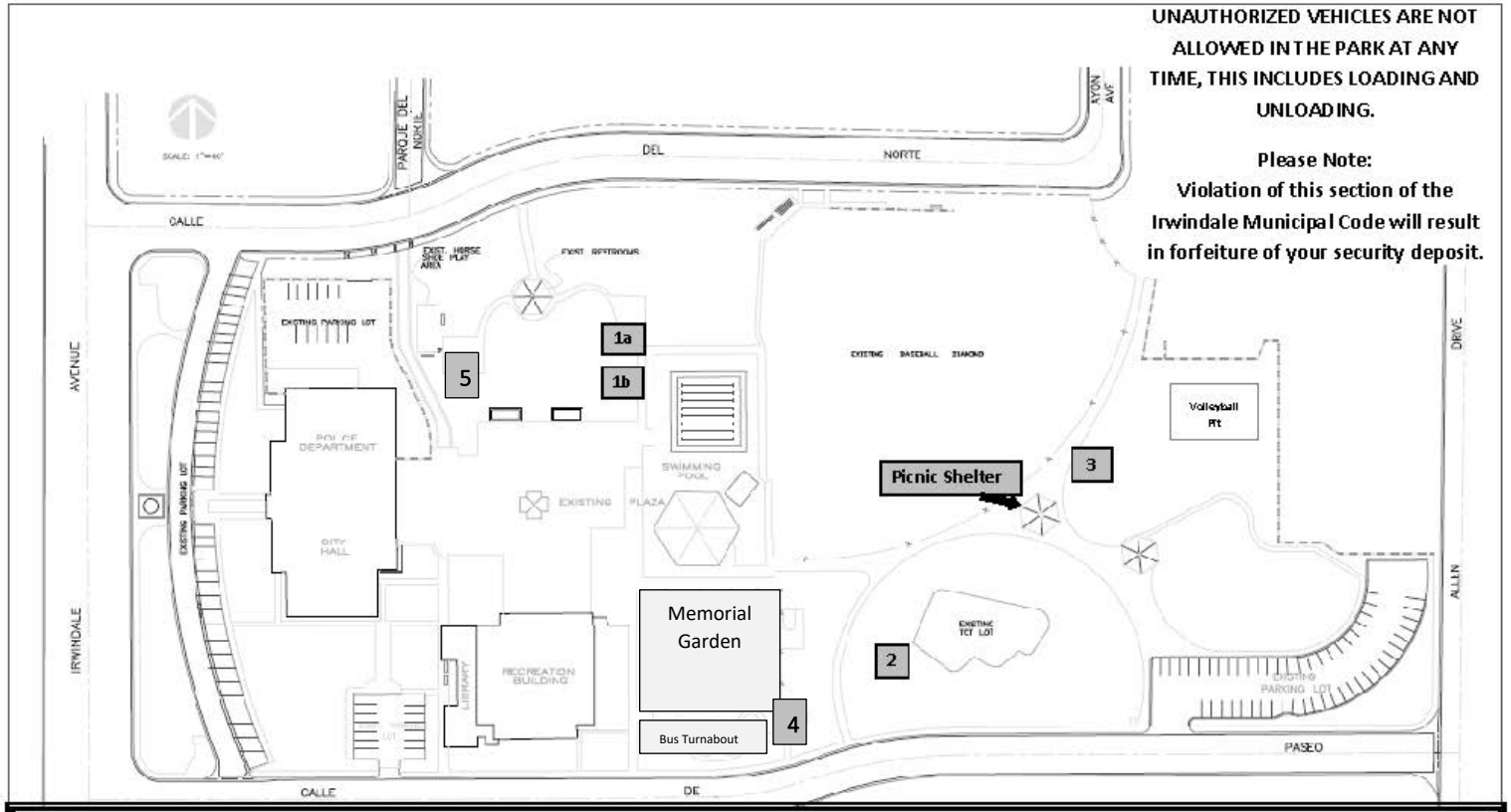
Any determination on issues or concerns such as a forfeit of security deposit will be made to the Office of the City Manager. Appeals must be submitted in writing for consideration by the Office of the City Manager. Forms may be submitted to the Office of the City Clerk at cityclerk@irwindaleca.gov no later than 3 days after the event and are available at the

Dan Diaz Recreation Center and Irwindale Aquatics Center. The determination of the City Manager may be appealed to the City Council in the same manner and must be received in writing by the Office of the City Clerk no later than 3 days after the determination of the City Manager.

This policy will be reviewed one year after its approval to receive feedback from the public and staff on how this policy is impacting the community.

This policy is subject to change due to a local emergency, county, or state emergency.

Exhibit A

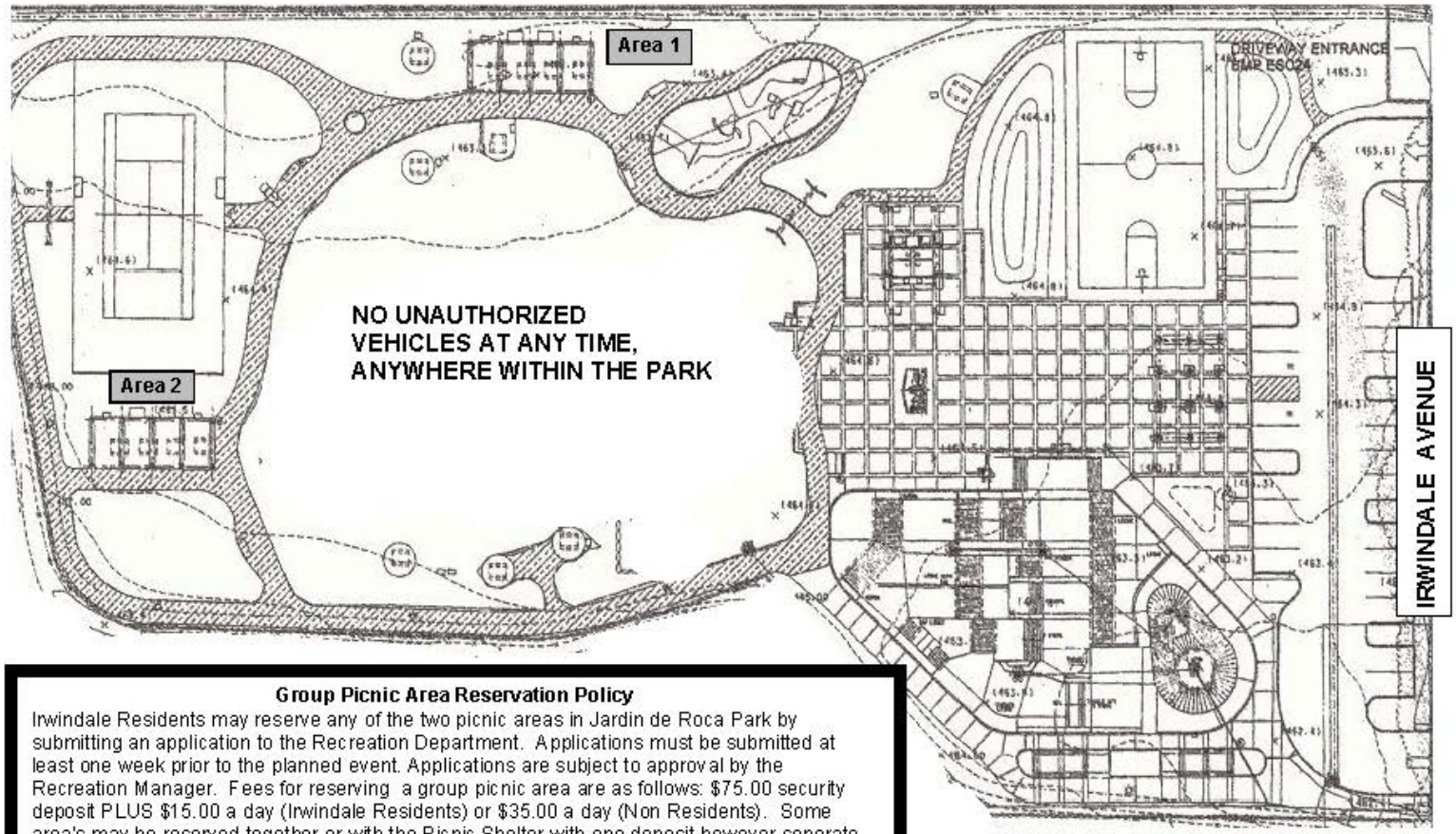


Group Picnic Area Reservation Policy

Irwindale Residents may reserve any of the picnic areas in Irwindale Park by submitting an application to the Recreation Department. Applications must be submitted at least one week prior to the planned event. Applications are subject to approval by the Recreation Manager. Fees for reserving a group picnic area are as follows: $75.00 security deposit PLUS $15.00 a day (Irwindale Residents) or $35.00 a day (Non Residents). Some area's may be reserved together or with the Picnic Shelter with one deposit, however separate fee's apply. Non Residents may only reserve area's within one month of their event.

Area 1a – 5 picnic tables, west of Swimming Pool (can be reserved with 1b)
Area 1b – 5 picnic tables, west of Swimming Pool (can be reserved with 1a)
Area 2 – 4 picnic tables, adjacent to playground
Area 3 – 5 picnic tables, adjacent to outdoor Volleyball pit (can be reserved with Picnic Shelter)
Area 4 – 4 picnic tables, east of Bus Turnabout
Area 5 – 6 picnic tables, Margaret Diaz Pavilion

Picnic tables that are not within the designated group areas are available for use on a first come, first serve basis and are deemed 'taken" ONLY if someone is present to reserve the table(s). The City of Irwindale does not permit roping off of areas or placing personal items (ice chests, chairs, blankets, etc.) to reserve picnic areas. Amplified music, bands, carnival rides, moon bounces, tents, or animals (dogs on a leash are ok) are not allowed on the park grounds unless the activity is a City Sponsored event. Amplified music or bands may be possible with a City permit. Special fees, restrictions and conditions may apply.



Group Picnic Area Reservation Policy

Irwindale Residents may reserve any of the two picnic areas in Jardin de Roca Park by submitting an application to the Recreation Department. Applications must be submitted at least one week prior to the planned event. Applications are subject to approval by the Recreation Manager. Fees for reserving a group picnic area are as follows: $75.00 security deposit PLUS $15.00 a day (Irwindale Residents) or $35.00 a day (Non Residents). Some area's may be reserved together or with the Picnic Shelter with one deposit however seperate fee's apply. Non Residents may only reserve area's within one month of their event.

Area 1 – 4 picnic tables, west of Tot Lot
Area 2 – 4 picnic tables, south of Tennis Courts

Picnic tables that are not within the designated group areas are available for use on a first come, first serve basis and are deemed 'taken" ONLY if someone is present to reserve the table(s). The City of Irwindale does not permit roping off of areas or placing personal items (ice chests, chairs, blankets, etc.) to reserve picnic areas. Amplified music, bands, carnival rides, moon bounces, tents, or animals (dogs on a leash are ok) are not allowed on the park grounds unless the activity is a City Sponsored event. Amplified music or bands may be possible with a City permit. Special fees, restrictions and conditions may apply.

UNAUTHORIZED VEHICLES ARE NOT ALLOWED IN THE PARK AT ANY TIME, THIS INCLUDES LOADING AND UNLOADING.

Please Note:
Violation of this section of the Irwindale Municipal Code will result in forfeiture of your security deposit.

City of Irwindale

Facility & Open Space Rental Policy for the Dan Diaz Recreation Center, Irwindale Aquatics Center, and Irwindale Parks

REVISED: OCTOBER 9, 2024

684.1

I. SCOPE

This policy will provide guidelines as it relates to the facility and open space rentals provided by and through the Dan Diaz Recreation Center and Irwindale Aquatics Center.

II. PURPOSE

The purpose of this policy is to establish guidelines that will govern the process by which staff is able rent out facilities at and through the Dan Diaz Recreation Center and Irwindale Aquatics Center.

III. DEFINITIONS

a. **Applicant.** The person renting the facility or open space.

b. **City.** The City of Irwindale.

c. **Facility.** A public building or infrastructure such as the Dan Diaz Recreation Center, the Irwindale Aquatics Center, the Swimming Pool, the Picnic Shelter, Picnic Area, etc.

d. **Irwindale Business.** A business located in the City of Irwindale with a valid City of Irwindale Business License.

e. **Non-Profit.** A bona-fide 501(c) organization or government agency.

f. **Non-resident.** A person that does not live in the City of Irwindale, does not have an active Resident Identification Card, is not a City of Irwindale Employee, or is not a business located in the City of Irwindale.

g. **Open Space.** Any City park, picnic area, grass area, plaza, basketball court, tennis court, volleyball court, etc.

h. **Resident Identification Card.** This card is to provide a method by which City staff can accurately identify eligible residents of the City of Irwindale for the purpose of providing a variety of benefits (i.e., rentals, programs, classes, etc.).

i. **Resident.** A person that lives in the City of Irwindale and has an active Resident Identification Card. A City of Irwindale Employee is also able to sign up as a resident participant and must present their employee identification card at the time of signup.

j. **Staff.** Any City employee who works at Irwindale City Hall, the Irwindale Aquatics Center, or the Dan Diaz Recreation Center.

IV. PROCEDURES

These procedures have been established by the City of Irwindale in an effort to ensure there is an established policy for facility and open space rentals that provides information on the following:

- List of Facilities for Rent; and
- Use of Facilities and Open Spaces; and
- Rental rates, with discounts for residents and non-profit organizations; and
- Scheduling, changes, and cancellation; and
- Security Deposits and payment; and
- Approval of rentals; and
- Liability and insurance requirements; and
- Parking and noise; and
- Prohibited activities.; and
- Decorating; and
- Pets and service animals; and
- Facility & open space cleanup; and
- City-Sponsored Events; and
- Other Permits Required; and
- Appeals Process.

List of Facilities for Rent

There are various indoor and outdoor facilities and spaces in the City of Irwindale that are available to rent. Applications are accepted on a first come, first serve basis and must be submitted no later than one week prior to the rental. For long-term rentals, applications must be submitted 30 days prior to the first rental date. The following lists the facilities available to rent as part of this policy:

1. Dan Diaz Recreation Center
    a. Dan Diaz Recreation Center Gymnasium
    b. Alfred F. Herrera Memorial Field (Softball Field)
    c. Irwindale Park
        i. Picnic Shelter (Near Playground)
        ii. Picnic Area 1a (West of Swimming Pool)
        iii. Picnic Area 1b (West of Swimming Pool)
        iv. Picnic Area 2 (Adjacent to Playground)
        v. Picnic Area 3 (Adjacent to outdoor Volleyball pit)
        vi. Picnic ~~Shelter~~ Area 4 (East of the Bus Turnabout)
        vii. Picnic ~~Trellis~~ Area 5 – Margaret Diaz Pavilion (North of Irwindale Plaza)
    d. Jardin de Roca Park
        i. Picnic Area 1 (West of Tot Lot)

ii. Picnic Area 2 (South of Tennis Courts)

2. Irwindale Aquatics Center
    a. Swimming Pool

A map of these areas is attached to this policy as Exhibit “A”.

To rent any of the City facilities or open spaces, please contact or visit the following centers as applicable:

Dan Diaz Recreation Center (626) 430-2224
16053 Calle de Paseo
Irwindale, CA 91706

Irwindale Aquatics Center (626) 430-2248
16053 Calle de Paseo
Irwindale, CA 91706

Not all rooms in a facility or open spaces are available for rental. Most open spaces are available on a first come, first serve basis. The picnic areas at Little Park of Irwindale and El Nido Park are available on a first come, first serve basis. The Picnic Shelter east of the Bus Turnabout and the Irwindale Park Trellis north of the Irwindale Plaza are available to rent. The rental fee is identified under Picnic ~~Shelter~~ Area in the City of Irwindale Comprehensive Schedule of Fees & Charges.

Facility Uses

The facility uses are approved for but not limited to the following:

1. Dan Diaz Recreation Center
    a. Dan Diaz Recreation Center Gymnasium: Gymnasium rentals are approved in accordance with the rules and regulations for but not limited to Basketball, Pickleball, Volleyball, Cheer, T-ball, Whiffle ball, etc. This includes practices, games, tournaments, and competitions.
    b. Alfred F. Herrera Memorial Field (Softball Field): The softball field rentals are primarily approved in accordance with the rules and regulations for but not limited to softball practices, games, and tournaments. However, the use of this field is approved for City-sponsored events such as flag football and soccer, and soccer and baseball as outlined in Irwindale Municipal Code Chapter 9.16.050 – Soccer in parks, and 9.16.060 Baseball (hardball) in parks.
    c. Irwindale and Jardin de Roca Park: The use of these picnic shelters and areas are approved for but not limited to birthday, anniversary, retirement, etc. parties; family reunions; receptions; memorials; etc. (Larger events and the use of specific equipment may require a special event, building, electrical, etc. permits).

2. Irwindale Aquatics Center
    a. Swimming Pool: Rentals are approved in accordance with the rules and regulations for but not limited to pool parties, swim meets, water polo, AquaVolleyball, fitness, etc. This includes any practices, games, and tournaments.

No facility may be rented more than two times a week by the same person, organization, non-profit, or business.

Facility Rental Fees

The rental fees are tied to the most recently approved and adopted City of Irwindale Comprehensive Schedule of Fees & Charges, which can be found on the City's website at www.irwindaleca.gov.

Dan Diaz Recreation Center Gymnasium		
Rental Fee	**Fee Amount**	**Notes**
Resident	25.00	Hourly, 2 Hour Minimum
Irwindale Business/Non-Profit Organization	75.00	Hourly, 2 Hour Minimum
Non-Resident	100.00	Hourly, 2 Hour Minimum
Other Fees		
Scoreboard/Keeper Staff Time	At Cost	Charged at Sr. Rec Leaders Rate
Security Deposit	200.00	
Insurance (if obtained through City)	At Cost	Varies per Type of Event

Picnic Shelter		
Rental Fee	**Fee Amount**	**Notes**
Resident	10.00	Hourly
Irwindale Business/Non-Profit Organization	15.00	Hourly
Non-Resident (only if less than 30 days to event)	300.00	Per Day
Other Fees		
Security Deposit	75.00	
Insurance (if obtained through City)	At Cost	Varies per Type of Event

Picnic Area		
Rental Fee	**Fee Amount**	**Notes**
Resident	15.00	Daily
Irwindale Business/Non-Profit Organization	25.00	Daily
Non-Resident	35.00	Daily
Other Fees		
Power Outlet Convenience Fee	15.00	Daily

Alfred F. Herrera Memorial Field (Softball Field)		
Rental Fee	**Fee Amount**	**Notes**
Resident	25.00	Hourly
Irwindale Business/Non-Profit Organization	35.00	Hourly
Non-Resident	50.00	Hourly
Softball Field Lighting Rental		
Resident	15.00	Hourly
Irwindale Business/Non-Profit Organization	25.00	Hourly
Non-Resident	30.00	Hourly
Other Fees		
Scoreboard/Keeper Staff Time	At Cost	Charged at Sr. Rec Leaders Hourly Rate
Security Deposit	200.00	
Insurance (if obtained through City)	At Cost	Varies per Type of Event

Swimming Pool		
Rental Fee	**Fee Amount**	**Notes**
Resident	200.00	Hourly
Irwindale Business/Non-Profit Organization	300.00	Hourly
Non-Resident	400.00	Hourly
Other Fees		
Assistant Pool Manager	At Cost	
Sr. Lifeguards	At Cost	
Security Deposit	300.00	
Insurance (if obtained through City)	At Cost	Varies per Type of Event

Schedules, Changes, and Cancellation

For Irwindale Residents, all facility and open space rentals are available for rent up to one week prior to a planned event as long as an Application is submitted, approved, and paid for at least one week prior to the planned event (assuming no other conflicting rental Application has been submitted and approved). Any changes to the Application must be made prior to the event. Irwindale Businesses, Non-Profit Organizations, Non-Residents and long-term rentals regardless of resident, non-resident, business, or non-profit status must apply for a rental one month prior to their event and any changes to the rental must be made one week prior to the rental.

Facility and open space rentals are subject to a cancellation fee based on the number of days prior to the event the rental was cancelled. The Cancellation Fees are listed as follows:

Cancellation Fees		
Cancellation Fee: 60+ Days Prior to Event	10%	10% of Rental Fee; Charged to Security Deposit
Cancellation Fee: 6-59 Days Prior to Event	30%	30% of Rental Fee; Charged to Security Deposit
Cancellation Fee: 0-5 Days Prior to Event	100%	100% of Rental Fee; Charged to Security Deposit

Security Deposits and Payments

Security Deposits and all fees, including insurance if purchasing from the City, must be paid for at the time the application is submitted in order to secure the rental, with the exception of any rental that requires approval from management/administration. ~~In the event that a long-term rental is requested~~The Security Deposit and all fees associated with these rentals~~, then the Security Deposit and all fees~~ will be paid for ~~once~~ upon approval~~the rental is approved~~. The Security Deposit will be refunded by a City check to the Applicant, or head of household, stated on the application within 30 days upon inspection of the facility and open space area(s), confirmation that no property damage was made or prohibited activities occurred, and there is no additional clean up required as a result of the event. A staff member will be assigned to verify the condition of the rental at the end of the event. The refundable security deposit is forfeited if:

a. The Facility or Open Space area is damaged in any way, including damaged, broken and/or missing equipment/picnic benches, graffiti, vandalism, or similar damage.
b. The Facility, parking lot, city vehicles or any other city-owned property is damaged or left in an unacceptable manner.
c. The Facility or Open Space area is not left properly clean.
d. The Applicant or a member of the event engaged in prohibited activities as outlined in the Irwindale Municipal Code Section 9.16.020 and activities identified in the Prohibited Activities section of this policy.

Approval of Rentals

The Application, Security Deposit and all fees, including insurance if purchasing from the City, must be paid for at the time the application is submitted in order to secure the rental, with the exception of any rental that requires approval from management/administration. ~~In the event that a long-term~~ All fees associated with these rentals ~~is requested, then staff will route the application for approval and all fees~~ will be paid for ~~once the rental~~upon approval. ~~is approved.~~ The City of Irwindale may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community. The facility shall be used for the purpose stated in this Agreement and no other use will be permitted.

The Picnic Shelter and the Picnic Area rentals are processed through the Dan Diaz Recreation Center. Recreation Staff is authorized to process and approve Picnic Shelter and Picnic Area rentals. Rentals for the Dan Diaz Recreation Gymnasium, the Alfred F. Herrera Memorial Field, and the Irwindale Swimming Pool will need to be routed to and approved by the Recreation Manager/Aquatics Supervisor, Public Services Director, and the Assistant City Manager.

Any rental may be terminated for just cause.

Liability and Insurance Requirements

All uses of City facilities will be subject to the following regulations and restrictions:

A. Insurance and Indemnification.

a. When it is deemed to be in the best interest of the general public, the City will require the Applicant to furnish a Certificate of Insurance naming the City as additionally insured. The amount of the insurance shall not be less than $1,000,000 per occurrence of commercial general liability insurance.
b. Insurance is also available for purchase through the City's Insurance. Staff will obtain a quote for insurance, which is based on type of rental, type of event, and number of rental days requested:

i. Note, if insurance is purchased from the City and Applicant cancels within 15 days of rental date, insurance will be returned minus a $10.00 administrative fee.

c. To the full extent permitted by law, Applicant 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 use of the City's facilities provided herein by Applicant, its guests, employees, agents, subcontractors, or invitees ("indemnors") and in connection therewith:

i. Applicant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

ii. Applicant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the use of the City's facilities provided herein by indemnors; and Applicant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

iii. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Applicant for such damages or other claims arising out of or in connection with the use of the City's facilities provided herein, Applicant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

iv. Applicant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from use of the City's facilities hereunder.

v. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Applicant and shall survive termination of this Agreement.

B. Applicant is solely responsible for supervising all individuals at the City facility and open spaces during the event. The City is not responsible for providing this supervision.

Parking and Noise

Parking for events is limited to public parking spaces and street parking. There is absolutely no parking in any area where the curb is painted red, resident and service road driveways, the bus turnabout, emergency access gates, and the entrance to the David Fraijo Martinez Public Works Building. These areas should never be blocked by vehicles. No parking is allowed in adjacent business parking lots.

Irwindale Municipal Code (IMC) Section 9.28 describes the regulations for noise. While music from a radio or phone with a small portable speaker is allowed, the ambient noise level should not exceed 50 decibels between the hours of 7am and 10pm, per IMC Section 9.28.30, in any City Park, Facility or Open Space. Any noise at a level which exceeds the ambient or the ambient base level as set forth above by more than 10 dB when measured at any boundary line of the property from which the noise emanates shall constitute proof of a violation.

Prohibited Activities

An extensive list of prohibited activities in the City of Irwindale Parks can be found under Irwindale Municipal Code Section 9.16.020. For the purposes of this policy, the following activities are prohibited and the applicant will forfeit their security deposit if the applicant or anyone at the event is caught engaging in such activity:

- No smoking within any City Facility including restrooms and within 20 feet of an entrance of a facility;
- No unauthorized vehicles are allowed in the park at any time, this includes loading and unloading;
- No roping off areas or placing personal items (such as ice chests, chairs, blankets, etc.) to reserve additional picnic tables in the park that are on a first come, first serve basis;
- No amplified music (a personal radio or phone with small portable speaker is allowed), bands, DJs, carnival rides, moon bounces, tents, or animals (except on leash or Service Animals) allowed on the park grounds unless the activity is a City Sponsored event; and
- No alcohol is allowed at any parks, the Alfred F. Herrera Memorial Field, the Dan Diaz Recreation Center or the Irwindale Aquatics Center;
- No gambling of any kind shall be conducted on, or in, City facilities, and the Applicant shall ensure that no disorderly or illegal conduct shall be allowed in any facility. Charitable events and/or fundraisers in support of non-profit organizations that include a “Casino Night” or similar event where no monies are wagered are excluded from this prohibition.
- No smoking within 20 feet of main entrances, exits, and operable windows of a public building/space.

The Irwindale Police Department will be contacted if the applicant or anyone in the party uses a tent, jumper, trampoline, bounce house, or moonbounce.

Decorating

Decorating is allowed in the Picnic Shelter, Picnic Areas, the Dan Diaz Recreation Center Gymnasium and the Irwindale Aquatics Center. Decorations are to be immediately taken down and removed at the end of the event. This includes but is not limited to tape, string, or other mounting mechanisms.

Pets and Service Animals

All dogs ~~should~~ must be led by a leash or chain not more than 6 feet long and under the full control of its owner or custodian (IMC 9.16.020 A.)

Facility & Open Space Cleanup

All food, trash, decorations, etc. must be cleaned up and properly disposed of in a trash can located in the facility or open space area. If the trash can is full, the Applicant must find another trash can to use. If any taco carts, or equivalent, are used, all oil/grease must be properly disposed of and cleaned. To properly dispose of the oil, place it in a leak proof container with tightfitting lids and discard in the trash with the lid secured. Do not pour oil/grease down sinks, storm drains/grates, or on the ground. If the oil/grease is not properly disposed of, then the security deposit will be forfeited.

City-Sponsored Events/Operations

City-Sponsored Events will take precedence over all rentals. The Dan Diaz Recreation Center Gymnasium and the Irwindale Aquatics Center's Swimming Pool will only be available to rent outside existing hours of operation and when no events are scheduled. No rentals at the Dan Diaz Recreation Center, Irwindale Aquatics Center, Alfred F. Herrera Memorial Field or at Irwindale Park will be approved or allowed during City-Sponsored Events including but not limited to the Easter Eggstravaganza, Red, White and You BBQ, Halloween Spooktacular, Christmas Spectacular & Mayor's Tree Lighting Ceremony. Limited rentals will be allowed during Music in the Park and MariachiFest including but not limited to the Picnic Shelters and Picnic Areas; however, large attended rentals will not be approved during Music in the Park and MariachiFest in order to accommodate the City-Sponsored Events.

Other Permits

A Special Event Permit may be required with the City's Community Development Department for any private event including but not limited to family reunions, corporate picnics, funerals, weddings, parties exceeding a specific number, etc. Any use of temporary equipment such as oversized tents, fencing, booths; entertainment, and the presence of vendors will require a Special Event Permit. Additional permits may also

include an Amplified Sound Registration Statement Form, Building Permits, and Electrical Permits to name a few.

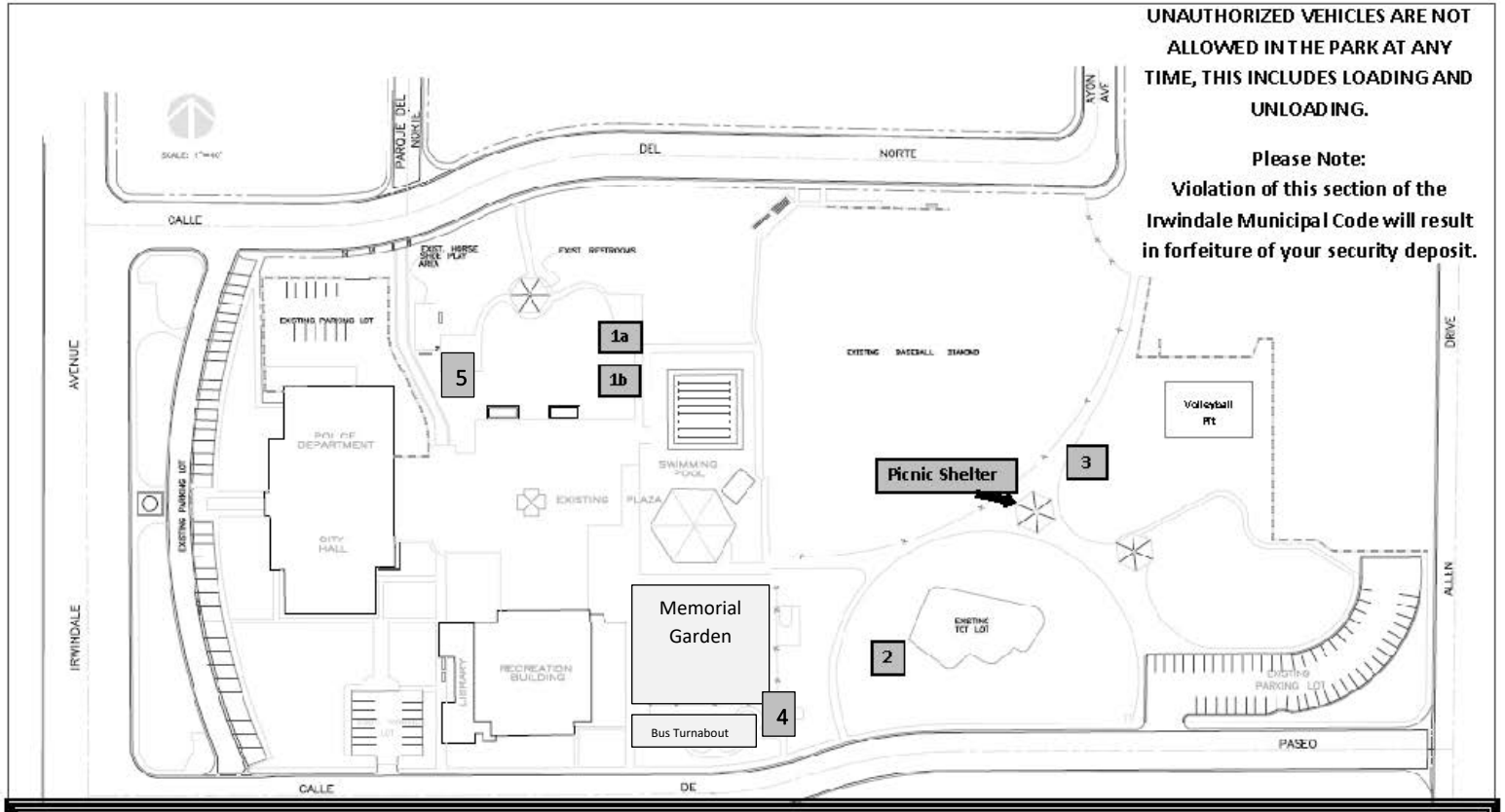
Appeals Process

Any determination on issues or concerns such as a forfeit of security deposit will be made to the Office of the City Manager. Appeals must be submitted in writing for consideration by the Office of the City Manager. Forms may be submitted to the Office of the City Clerk at cityclerk@irwindaleca.gov no later than 3 days after the event and are available at the Dan Diaz Recreation Center and Irwindale Aquatics Center. The determination of the City Manager may be appealed to the City Council in the same manner and must be received in writing by the Office of the City Clerk no later than 3 days after the determination of the City Manager.

This policy will be reviewed one year after its approval to receive feedback from the public and staff on how this policy is impacting the community.

This policy is subject to change due to a local emergency, county, or state emergency.

Exhibit A

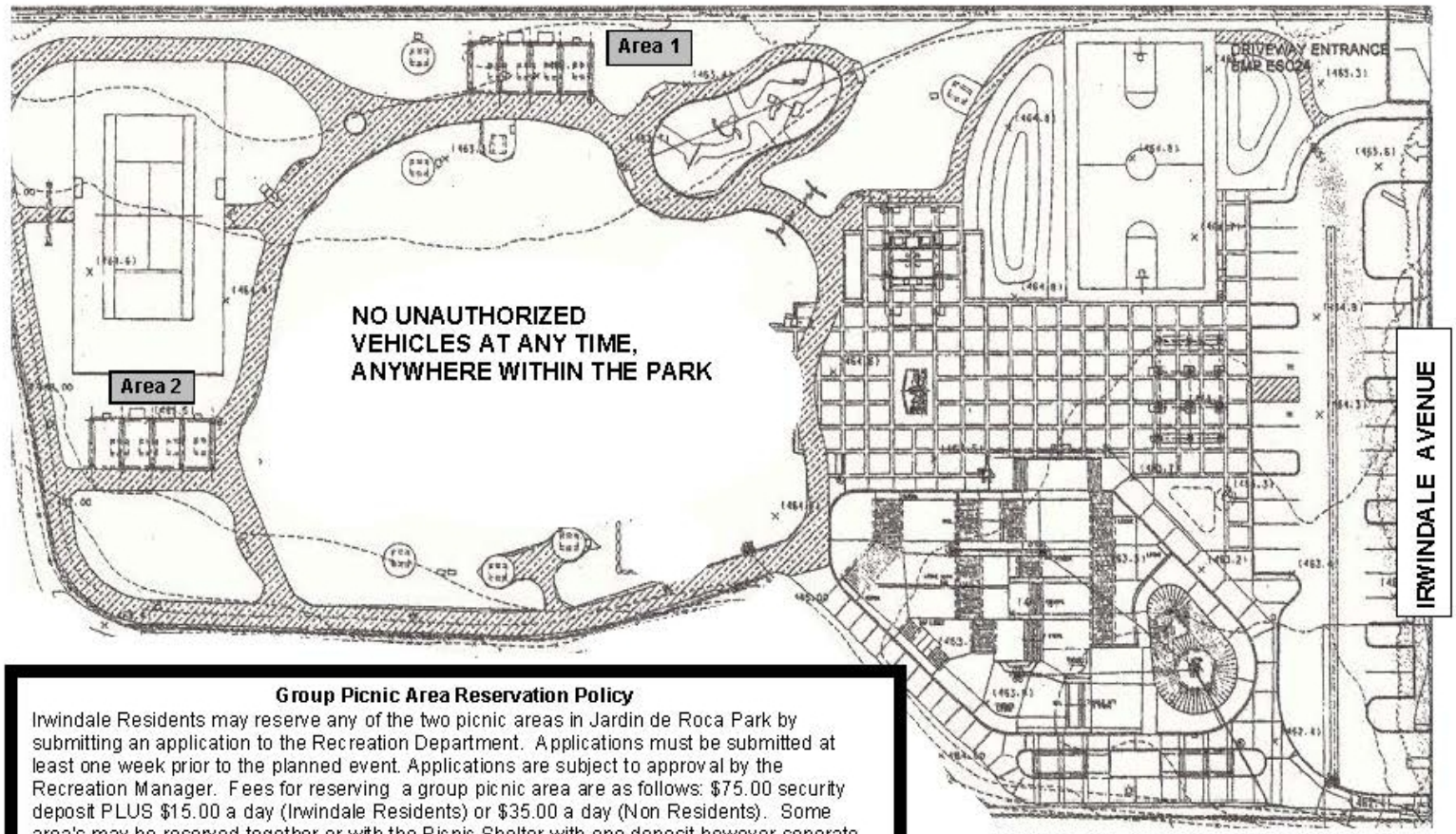


Group Picnic Area Reservation Policy

Irwindale Residents may reserve any of the . picnic areas in Irwindale Park by submitting an application to the Recreation Department. Applications must be submitted at least one week prior to the planned event. Applications are subject to approval by the Recreation Manager. Fees for reserving a group picnic area are as follows: $75.00 security deposit PLUS $15.00 a day (Irwindale Residents) or $35.00 a day (Non Residents). Some area's may be reserved together or with the Picnic Shelter with one deposit, however separate fee's apply. Non Residents may only reserve area's within one month of their event.

Area 1a – 5 picnic tables, west of Swimming Pool (can be reserved with 1b)
Area 1b – 5 picnic tables, west of Swimming Pool (can be reserved with 1a)
Area 2 – 4 picnic tables, adjacent to playground
Area 3 – 5 picnic tables, adjacent to outdoor Volleyball pit (can be reserved with Picnic Shelter)
Area 4 – 4 picnic tables, east of Bus Turnabout
Area 5 – 6 picnic tables, Margaret Diaz Pavilion

Picnic tables that are not within the designated group areas are available for use on a first come, first serve basis and are deemed 'taken" ONLY if someone is present to reserve the table(s). The City of Irwindale does not permit roping off of areas or placing personal items (ice chests, chairs, blankets, etc.) to reserve picnic areas. Amplified music, bands, carnival rides, moon bounces, tents, or animals (dogs on a leash are ok) are not allowed on the park grounds unless the activity is a City Sponsored event. Amplified music or bands may be possible with a City permit. Special fees, restrictions and conditions may apply.



Group Picnic Area Reservation Policy

Irwindale Residents may reserve any of the two picnic areas in Jardin de Roca Park by submitting an application to the Recreation Department. Applications must be submitted at least one week prior to the planned event. Applications are subject to approval by the Recreation Manager. Fees for reserving a group picnic area are as follows: $75.00 security deposit PLUS $15.00 a day (Irwindale Residents) or $35.00 a day (Non Residents). Some area's may be reserved together or with the Picnic Shelter with one deposit however seperate fee's apply. Non Residents may only reserve area's within one month of their event.

Area 1 – 4 picnic tables, west of Tot Lot
Area 2 – 4 picnic tables, south of Tennis Courts

Picnic tables that are not within the designated group areas are available for use on a first come, first serve basis and are deemed 'taken" ONLY if someone is present to reserve the table(s). The City of Irwindale does not permit roping off of areas or placing personal items (ice chests, chairs, blankets, etc.) to reserve picnic areas. Amplified music, bands, carnival rides, moon bounces, tents, or animals (dogs on a leash are ok) are not allowed on the park grounds unless the activity is a City Sponsored event. Amplified music or bands may be possible with a City permit. Special fees, restrictions and conditions may apply.

UNAUTHORIZED VEHICLES ARE NOT ALLOWED IN THE PARK AT ANY TIME, THIS INCLUDES LOADING AND UNLOADING.

Please Note:
Violation of this section of the Irwindale Municipal Code will result in forfeiture of your security deposit.

Item #19.F.

City of
IRWINDALE
AGENDA REPORT

Date: October 9, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award of Contract for 2024 Topographic and Hydrographic Survey Project; P-1070

City Manager's Recommendation:

That the City Council award a professional services contract in the amount of $148,500 to WestLand Group, Inc. for the Topographic and/or Hydrographic survey of seven (7) SMARA pits and authorize the City Manager to execute the contract on behalf of the City, subject to approval as to form by the City Attorney.

Administrative Action:

Submitted by:
Eddie Chan, Director of Engineering/Building Official

Prepared by:
Francisco Carrillo, Construction Compliance Manager

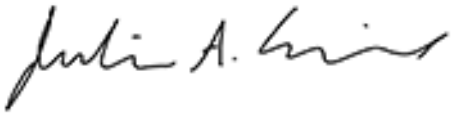
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

As a Lead Agency under SMARA, the City of Irwindale ("City") conducts regular inspections of SMARA pits, ensuring public safety and verifying compliance with the conditions outlined in the mining permits.

A current and detailed topographic and/or hydrographic survey map will provide critical data for monitoring the following:

1. Permitted mining depth.
2. Amount of material extracted from the active mine sites.
3. Amount of material imported to backfill mine sites which are currently being reclaimed.
4. Mining slopes above and below water levels.

The City prepared a Request for Proposals (RFP) for the Topographic and/or Hydrographic surveys of all active mining pits subject to SMARA regulations, including volume calculations for mining and reclamation activities. The RFP included two separate bid items: the topographic/hydrographic survey and the volume calculations.

On August 7, 2024, staff sent an RFP invitation to four selected engineering/surveying consulting firms with survey capabilities that have previously performed similar work for the City. On August 22, 2024, two bids were received with the following results:

Firms	Ranking
WestLAND Group, Inc.	1
Johnson-Frank & Associates, Inc.	2
Coory Engineering	No Proposal
Epoch	No Proposal

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).

Staff evaluated each proposal received by ranking each firm based on technical competency, project understanding, experience, staff qualifications, and availability. WestLAND Group, Inc. was determined to be the most qualified firm with extensive experience possessing a high degree of professional, unique, specialized and technical skills related to topographic and/or

hydrographic survey services to complete the work within the contracted budget amount.

Staff recommends awarding the contract to WestLAND Group, Inc. to perform a topographic and/or hydrographic survey of seven (7) SMARA pits.

The attached contract agreement has been reviewed and approved as to form by the City Attorney's office.

Fiscal Impact:

None. Funding in the amount of $148,500 for the Topographic and/or Hydrographic survey of the SMARA pits is to be paid for by the mining operators. Account No. 13-00-000-25100-4222 was created to collect all funds from the mining operators.

Attachments:

1. Attach A_Professional Services Contract

ATTACHMENT A

CONTRACT SERVICES AGREEMENT FOR

PROFESSIONAL SERVICES FOR TOPOGRAPHIC-HYDROGRAPHIC SURVEY OF SEVEN (7) SMARA MINE SITES.

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 9th day of October 2024 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and WestLAND Group, Inc., a California corporation, 4150 Concours, Suite 100, Ontario, CA 91764, ("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 One Hundred Forty-Eight Thousand Five Hundred Dollars ($148,500.00) ("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 20 percent (%) of the Contract Sum but not exceeding a total contract amount of One Hundred Seventy-Eight Thousand and Two Hundred Dollars ($178,200.00) 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. Charles D. Pluta, PLS - Project/Contract Manager 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. Eddie Chan, Director of Engineering/Building official 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. 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 91706 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 A. Miranda, City Manager

ATTEST:

_____
Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

WestLAND Group, Inc., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 4150 Concours, Suite 100
Ontario, CA 91764

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

01005.0001/761286.2

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

01005.0001/761286.2

EXHIBIT "A"

SCOPE OF SERVICES

The City requires the services of a professional Civil Engineering or Land Surveying consultant to survey seven (7) mine pits.

The Consultant firm shall prepare digital and hard copy maps of the sites, show boundaries of record and field notes for the project. The work program shall take into consideration the following items:

A. Meet with City staff prior to the beginning of work to discuss background, scope, objectives and other pertinent details of the project including a work schedule. The consultant shall attend periodic meetings with City staff at various stages of the project as needed at no additional cost to the city.

B. Collect and review all existing information pertaining to this project, including the previous surveys, legal descriptions, easements, deeds, monuments, points of control, etc.

C. Contact mine owners for permission to enter the sites. The City will assist in this endeavor.

D. Perform the topographic/hydrographic surveys under the direction of a land surveyor or an engineer currently licensed to perform surveys in the State of California. The surveyor or engineer shall certify the survey. The survey shall:

1. Locate sufficient topography and take cross-sections every 100' on both directions E/W – N/S per site. The topographic/bathymetric maps shall include ground profile, water level, and underwater topo; provide data of lake bottom, surface features, property lines, structures, walls, setbacks as well as existing slopes. All man made improvements shall be shown and labeled on the map. This should include all roads (dirt, concrete, and asphalt), driveways, conveyors, processing plants, dredges, power poles, ground water wells, fences, pipes, berms, buildings, walls, billboard signs, above ground tanks, Railroad tracks, tunnel entries, catch basins, retaining walls, wells, etc. The maps shall indicate where the slopes are steeper than 1:1.

2. The aerial stereo-photography shall be extended to the nearest main street surrounding the site or a minimum 200-ft beyond the quarry property boundary. The frequency of annotated contour and spot ground elevation callouts should be sufficient to meet at least the existing 2022 survey maps within City's files and may be increased with respect to existing topo maps (City will provide a copy of the 2022 top maps).

3. Provide in the surveys benchmarks used, complete with reference, description, datum name and year, and closing error. Use a minimum of two (2) benchmarks. Use NAD 83 for horizontal control and NAVD 88 for vertical control.

4. Sign, date and submit all original survey notes to the City within thirty (30) calendar days after the completion of the survey.

E. Prepare complete aerial topographic and or hydrographic surveys of each sand and gravel mines, drawn in AutoCAD version 2023 up to 2025. Provide 2 sets of color plotted wet stamped and signed copies, two (2) CD's/USB drive with AutoCAD version 2025 electronic files and (2) CD's/USB drive with pdf copies. The scale of plots shall be: For plan view 1" – 100' horizontal with 10' contour intervals in slope areas (both above and underwater and labeling **readable** elevation values on the contour lines) and 2' on the ground and bottom surfaces; for cross sections 1" – 200' horizontal and 1" – 20' vertical.

F. Provide digital color aerial photos of each site surveyed.

G. Provide an alternate bid for volume calculations of fill material in accordance with each of the Operator's Approved Reclamation Plan (RP) and Figure "C" (City will provide the RP) as indicated per the following methodologies:

1. Use the trapezoid method, wherein parallel cross sections are drawn for the site 300 feet to 400 feet apart or closer as deemed necessary in the north-south orientation and on the east-west orientation for the entire reclamation pit.
2. From the Topographic & Hydrographic Survey ACAD drawings, calculate fill volumes on Civil 3D, compare them to the item 1 results above and submit a CAD drawing/map as well as in PDF format indicating such volumes.
3. Submit a report indicating the process and calculations for the volume calculations. Also, within the report provide a summary description as to how the volume is accomplished. Provide all cut sheets and show the volume results in a tabulated format and show all cross sections on the map.

H. Provide a 2024 flown citywide color map (City of Irwindale Aerial View Map) to a 1"-600' scale, including city boundaries. Label all main streets, freeways, mine sites and neighboring cities. This City of Irwindale Aerial View Map shall be provided on a digital form (electronic file) as well as a (one) 48-inch-by-48-inch wall hanging display on a 1/2" thick black Gator Board – Glossy Quality. See Attachment "B" as a sample.

I. Provide the City with two (2) copies of record boundary of the surveyed sites.

J. Provide the City with two (2) copies of all field notes.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall be compensated up to the Contract Sum in the manner set forth in this Exhibit "C", which Contract Sum is broken down by each Mining Pit as follows:

TOTAL OF TOPOGRAPHIC AND BATHYMETRIC SURVEY PORTION OF BID

Base Bid

The City of Irwindale is seeking a Price Proposal for each mine as follows:

ITEM NO.	MINE NO.	LIST OF SAND AND GRAVEL MINES	UNIT	TOPOGRAPHIC AMOUNT	HYDROGRAPHIC AMOUNT	TOTAL AMOUNT
1	1	United Rock	LS	$9,600	$5,800	$15,400
2	2	United Rock	LS	$9,600	$6,200	$15,800
3	4	Vulcan Durbin	LS	$11,600	$7,400	$19,000
4	5	Vulcan Reliance	LS	$16,200	N/A	$16,200
5	7	Peck Road	LS	$9,600	$6,100	$15,700
6	9	Hanson Aggregat	LS	$22,700	$13,800	$36,500
7	13	Olive Pit	LS	$9,600	$6,100	$15,700
TOTAL OF TOPOGRAPHIC AND BATHYMETRIC SURVEY PORTION OF BID						**$ 134,300**

Alternate Bid

Alternate Bid Proposal for volume calculation filled material for each mine as outlined on Section IV. G. (1), (2) & (3) as follows.

ITEM NO.	MINE NO.	LIST OF SAND AND GRAVEL MINES	TOTAL AMOUNT
1	1	United Rock No. 2	$2,200
2	2	Vulcan Durbin Pit	$1,800
3	3	Vulcan Reliance I Quarry	$1,800
4	4a	Peck Road Gravel Pit	$2,200
5	4b	Peck Road Gravel Pit	$2,200
6	5	Hanson Aggregates Pit	$1,800
7	6	Olive Pit	$2,200
TOTAL OF VOLUME CALCULATION PORTION OF BID SCHEDULE			**$ 14,200**
GRAND TOTAL OF THIS BID SCHEDULE			**$ 148,500**

One Hundred Forty-Eight Thousand Five Hundred Dollars

(Grand Total Price in Words)

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed (NTP) and shall perform all services within **Six (6) Months** from the NTP. 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.

Item #19.G.

City of
IRWINDALE
AGENDA REPORT

Date: October 9, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approve the Purchase of Two (2) Public Services Vehicles and Waive Formal Bidding Procedure

City Manager's Recommendation:

That the City Council **adopt Resolution No. 2024-81-3558** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (E), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF TWO (2) PUBLIC SERVICES VEHICLES FOR THE PUBLIC SERVICES MAINTENANCE DIVISION"

Administrative Action:

Submitted by:

Elizabeth Rodriguez, Public Services Director

Prepared by:

Aundrea Butler, Management Analyst

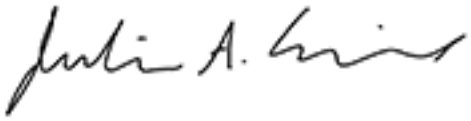
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Public Services Department is currently using a 2003 Ford F-550 lift truck, which is over 21 years old, to decorate the streets during holiday seasons, hang up various large banners along Arrow Hwy, occasionally trim trees in the City Parks, install lighting throughout the city parks and coordinate with the IT division to maintain the City's security cameras around the city parks and outside facilities. Currently, the lift truck has been in and out of service due to the lift itself no longer working and obsolete parts. The lift truck continues to be a safety hazard for staff as the bucket lift will stop midair and is unable to come down. Staff have tried multiple times to repair the issue to no avail. Recently, staff have had to rent a lift truck to complete key projects, which has become very costly. Staff are requesting the purchase of a 2024 Ram 5500 4x4 Lift Truck.

The Public Services Department is also in need of a new street vehicle to replace the 2007 Chevrolet Silverado, which is 17 years old and requires a lot of maintenance with many parts becoming obsolete. During the budget process, staff requested funding to purchase its first electric truck, but unfortunately, the electric trucks are no longer available. There is not a current timeline of when these trucks will be back in production. Therefore, staff are requesting the purchase of a 2024 Ford Super Duty F-250.

Irwindale Municipal Code Section 3.44.080 (E) states that the city council can dispense with bidding when cooperative purchasing provides an advantage of large-scale buying may be obtained. Due to the purchasing power of a large entity, such as Sourcewell, local governments receive substantial discounts on purchases that apply to these contracts. The selection of National Auto Fleet Group was made based on the quotes provided to staff and the award of contract 091521-NAF from Sourcewell. For these reasons, waiving the formal bidding process is in the best interest of the city.

Upon approval by the City Council, a standard purchase agreement and purchase order will be prepared by the City's Purchasing Office and signed by the City Manager in order to complete the purchase of these vehicles.

The existing vehicles will be placed on the City's Surplus list, which will be presented to city council for approval of disposition on another date per the City's Property Transfer/Disposition of Surplus Equipment procedures.

Fiscal Impact:

Sufficient funding is available in the Fiscal Year 2024/2025 Adopted Budget under account numbers 13-

57-530-44400-0000 and 01-57-577-44400-0000.

Attachments:

1. 10-09-2024 Purchase of Public Services Vehicles - RESOLUTION(1021180.1)
2. 10-9-2024 Purchase of Public Services Vehicles - LIFT TRUCK QUOTE
3. 10-9-2024 Purchase of Public Services Vehicles - STREET TRUCK QUOTE

RESOLUTION NO. 2024-81-3558

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (E), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF TWO (2) PUBLIC SERVICES VEHICLES FOR THE PUBLIC SERVICES MAINTENANCE DIVISION

WHEREAS, the Public Services Maintenance Division has two (2) vehicles that are 71 and 21 years old with both vehicles requiring extensive repairs and the parts are becoming obsolete due to the age of the vehicles; and

WHEREAS, the Public Services Department is currently using a 2003 Ford F-550 lift truck, which is over 21 years old, to decorate the streets during holiday seasons, hang up various large banners along Arrow Hwy, occasionally trim trees in the City Parks, install lighting throughout the city parks and coordinate with the IT division to maintain the City's security cameras around the city parks and outside facilities. Currently, the lift truck has been in and out of service due to the lift itself no longer working and obsolete parts. Recently, staff have had to rent a lift truck to complete key projects, which has become very costly; and

WHEREAS, the Public Services Department is also in need of a new street vehicle to replace the 2007 Chevrolet Silverado, which is 17 years old and requires a lot of maintenance with many parts becoming obsolete. During the budget process, staff requested funding to purchase its first electric truck, but unfortunately, the electric trucks are no longer available. There is not a current timeline of when these trucks will be back in production; and

WHEREAS, staff is requesting replacing these two (2) vehicles with similar models that are currently in the City Maintenance fleet, one (1) 2024 Ram 5500 4x4 Lift Truck, and one (1) 2024 Ford Super Duty F-250, due to the immediate needs of the maintenance division; and

WHEREAS, Irwindale Municipal Code Section 3.44.080 (E) states that the city council may dispense with bidding when, "through cooperative purchasing with the state, the county, and other public agencies, the advantages of large-scale buying may be obtained; and

WHEREAS, staff proposes to purchase the vehicles by a cooperative purchase through Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3); and

WHEREAS, education and government entities, as well as nonpublic schools and nonprofit organizations, may participate with Sourcewell as a participating agency for cooperative purchases; and

WHEREAS, the selection of National Auto Fleet Group was made based on its award of contract 091521-NAF from Sourcewell and quotes obtained by staff; and

WHEREAS, the City Council now desires to dispense with formal bidding procedures pursuant to IMC section 3.44.080(E), authorize the issuance of a purchase order to, and execution of a purchase agreement with, National Auto Fleet Group for the purchase of two (2) Public Services vehicles.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

SECTION 1. The City Council hereby finds the above Recitals true and correct and incorporates them herein by this reference.

SECTION 2. The City Council of the City of Irwindale hereby finds that a cooperative purchase through Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3), is authorized pursuant to Irwindale Municipal Code Section 3.44.080 (E) due to the advantage of large-scale buying, including substantial discounts on the purchase price that may be obtained.

SECTION 3. The City Council of the City of Irwindale hereby waives the formal bidding process for the purchase one (1) 2024 Ram 5500 4x4 Lift Truck, and one (1) 2024 Ford Super Duty F-250 pursuant to Irwindale Municipal Code Section 3.44.080 (E), and authorizes the issuance of a purchase order for the same.

SECTION 4. The City Council of the City of Irwindale hereby authorizes the City Manager to enter into a purchase agreement with National Auto Fleet Group, in the amount of $232,717.50, for the purchase of the two (2) vehicles. City staff are hereby authorized to take all reasonable steps necessary to carry out the intent of this Resolution.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 6. 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 9TH day of October 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. 2024-81-3558 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 9th day of October 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

7/09/24

Quote ID #11501CS R1

Aundrea Butler
City of Irwindale-Public Services
5050 N. Irwindale Ave.
Irwindale, CA 91706

Dear Aundrea Butler,

National Auto Fleet Group is pleased to quote the following sourced unit for your consideration. **One (1) New/Unused (2024 Ram 5500 4x4 Reg Cab Chassis CA of 84" GVWR: 19,500 lbs payload, diesel engine with Versalift VST-40-MHI, telescopic aerial platform lift),** delivered to your location, each for

	(1) One Unit
Contract Price	$ 207,000.00
Tax (10.25%)	$ 21,217.50
Delivery from Waco,Tx	$ 4500.00
Total	**$ 232,717.50**

This sourced unit is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract Number on all Purchase Orders to National Auto Fleet Group.
Payment terms are Net 20 days after receipt of vehicle.
Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572

Customer: Attn:
Email:

Model: VST40-MHI

We are pleased to quote the VERSALIFT VST-40-MHI, insulated 40 ft. 4 in. (12.3 m) telescopic aerial platform lift, 45 ft. 4 in. (13.8 m) working height, 30 ft. 2 in. (9.2 m) horizontal reach including the following items (*based on a 40" frame height*):

AERIAL LIFT SPECIFICATIONS

PLATFORM - The closed fiberglass platform is 24 In. x 30 In. x 42 In. deep (.61 m x .76 m x 1.07 m) with an inside and outside step for easy access. The platform capacity is 400 lbs. (181 kg) with the jib and winch installed and 500 lbs. (227 kg) with the jib and winch removed. The platform is equipped with a tubular rubber rest/support.

PLATFORM LINER AND VINYL COVER - A 50 kV rated liner and soft vinyl cover are supplied for the platform.

PERSONNEL RESTRAINT SYSTEM – An Arc flash rated safety harness and lanyard are supplied. The anchor for the lanyard is attached to the platform support.

SINGLE STICK UPPER CONTROL - The full pressure single-stick upper control includes a safety trigger to prevent inadvertent operation. The lift movements correspond with control handle movements. An emergency stop and a tool selector control are located at the upper controls.

TRUGUARD™ 2.0 - This advance upper controls isolation system provides 4" of electrical isolation from the entire upper controls, including the control dash panel. This system also includes a protective shield which helps prevent environmental and work-related contaminants from making direct contact with the isolating surfaces.

HYDRAULIC PLATFORM ROTATION - A hydraulic rotary actuator, operated by a control lever, rotates the platform 180° from one side of the boom, to the end-hung position, and to the other side of the boom.

HYDRAULIC PLATFORM LEVELING - A master and slave cylinder controls platform leveling. The leveling system can be operated from the upper or lower controls to adjust platform leveling, tilt the platform for clean out, or to ease the removal of an injured operator.

HYDRAULIC TOOL CIRCUIT AT THE PLATFORM - This system is intended for open center hydraulic tools. The tool circuit provides 6 gpm (22.7 lpm). A pressure reducing valve in the tool circuit limits the tool pressure. The valve can be adjusted from 1000 to 2500 psi (70 to 175 kg/cm$_2$). Includes quick disconnect fittings.

LINE-LIFTING SOCKET - Built as part of the platform support structure, is a vertical line-lifting socket for 3 in. (76 mm) diameter line-lifting attachments. The socket is automatically leveled with the platform without any manual adjustments.

OUTER/INNER BOOM ASSEMBLY - The outer/inner boom assembly includes an outer boom, telescopic inner boom, extension system, and hose assemblies. The outer boom consists of an 8" x 10" (203mm x 254mm) steel section, with a 9" x 11" (229mm x 279mm) fiberglass Electroguard section. The 6 ⅞" x 8 ⅞" (165mm x 216mm) rectangular fiberglass inner boom is housed within the outer boom. The extension system consists of an extension cylinder, holding valves, and a hose carrier housed inside the boom. The hoses routed through the outer/inner boom assembly are non-conductive and fully contained within the boom assembly. A double acting cylinder with two integral holding valves articulates the outer/inner boom assembly. A boom support cradle and a boom tie down strap are included. The outer/inner boom assembly is fully insulated even in a retracted position.

CYLINDERS - Both the upper and lower cylinders are a threaded head-cap design. Both are equipped with two integral holding valves that prevent down creep and to lock the booms in position in the event of hose failure.

LOWER BOOM WITH CHASSIS INSULATING SYSTEM - Each end of a high strength fiberglass insert (chassis insulating system) is installed inside a rectangular 8 in. x 10 in. (203 mm x 254 mm) high strength steel section. The steel and fiberglass sections are bonded with pressure-injected epoxy to fill any voids. After the adhesive cures, 16 bolts are added to assure maximum strength. A double acting cylinder, with two integral holding valves, articulates the lower boom. The lower boom and compensation link form a parallelogram linkage to maintain the knuckle at a constant angle to the turret.

TURRET - The turret wings are designed for strength and rigidity. A bearing cover seals out moisture and prevents foreign materials from obstructing the turret rotation. The turret plate is machined to provide a flat surface to support the rotation bearing.

INDIVIDUAL LOWER CONTROLS - Individual full pressure controls at the turret actuate all boom functions. The lower control station is equipped with a selector valve to override the upper controls.
DUAL ARM ARTICULATED JIB – Jib and winch consisting of a winch, two-piece jib pole assembly, and articulating arm. Up to 1000 lbs. material handling can be provided depending on boom and jib positions. The winch is hydraulically powered by a self-locking worm gear drive and is rated at 1000 lbs. full drum. The winch provides an average line speed of approximately 20 FPM (6.1 m/minute). The 3" diameter round inner jib pole is dielectrically tested and can be manually pinned in 5 different length positions, for a total of 22" length adjustment. The 4" diameter round outer jib pole is manufactured from FRP but is not dielectrically tested. The jib pole assembly is automatically leveled with the platform and can be hydraulically tilted from -10° to + 86° for a total of 96°. The jib pole assembly is mounted on an articulating arm. The arm is compensated so the jib pole stays at approximately the same angle relative to the ground as the arm articulates. The arm travels 91°, providing the equivalent to 17.5" horizontal jib pole extension and 20" vertical jib pole extension. The jib and winch assembly can be manually indexed about a vertical axis in one of three different pin positions. This positions the jib up to 30° to either side of the boom, for a total travel of 60°. The jib and winch assembly can be removed without tools when not needed.
CONTINUOUS ROTATION - Unrestricted rotation is accomplished by a hydraulically driven worm and spur gear with a shear-ball rotation bearing. The critical bolts holding the lift to the rotation bearing and the rotation bearing to the pedestal are grade 8 hex head capscrews. These critical bolts are torque seal marked to provide a quick means of detecting any turning of the bolt upon inspection. An eccentric ring is used for gearbox backlash adjustment.
LUBRICATION - Non-lube bearings are used at most points of motion. Only the rotation bearing requires periodic lubrication.
PEDESTAL - The pedestal is tubular with a reinforced mounting plate. The top plate of the pedestal is 1-1/4 in. (32 mm) thick and machined flat to support the rotation bearing.
HYDRAULIC OIL RESERVOIR - A 17 gallon (64.4 l) hydraulic oil reservoir is built integral to the pedestal. Two sight gauges allow quick hydraulic fluid level checks.
HYDRAULIC SYSTEM - The open-center hydraulic system operates at 3000 psi (210 kg/cm$_2$) at 6 gpm (22.7 lpm). A 10-micron return-line filter, mounted above the hydraulic oil level and inside the pedestal, can be easily changed without draining the reservoir. The 100 mesh (149 micron) suction strainer in the reservoir can be removed for cleaning. A gate valve, located below the reservoir, prevents oil loss when the pump is serviced. A magnetic drain plug attracts metal particles from the oil.
HOSES AND FITTINGS - The hoses routed through the booms are high pressure and non-conductive with swaged hose end fittings. Retainers separate the hoses inside the booms to prevent chafing and nylon sleeves are installed over hoses at points of movement. Reusable fittings can be installed if a hose is damaged.
BACKUP PUMP - An auxiliary hydraulic pump designed to bring the booms down in case the main hydraulic source fails. The emergency hydraulic pump is driven by a DC motor, which is powered by the truck-engine battery. The system is connected in parallel with the main pump and is designed for non-continuous operation. An air cylinder at the upper controls and a toggle switch at the pedestal are used to energize the system.
AUTOMATIC THROTTLE - Automatically advances the engine idle speed when the PTO is engaged.

ENGINE START / STOP - The start/stop circuit has been designed so the lift cannot be operated unless the truck ignition switch is in the “RUN” position and the master control is activated. This feature makes it difficult for unauthorized individuals to operate the lift when the truck is locked. An air cylinder at the upper controls and a toggle switch at the pedestal energize this system. VST-40-MHI VSW-23390 VERSALIFT.COM Page 3 of 6 August
25, 2022
AERIAL LIFT SPECIFICATIONS (Continued)
ELECTRICAL INSULATION SPECIFICATIONS - The outer/inner boom assembly is tested and certified for electrical work at 46 KV and below in accordance with ANSI A92.2 requirements. The outer/inner boom assembly is fully insulated even in a retracted position. The chassis insulating system (lower boom insert) is also tested according to ANSI A92.2.
AUTOMATIC BOOM LATCH – The automatic boom latch is designed to automatically restrain the upper boom in the cradle when stowed and automatically release the boom when the lift is operated. The latch is actuated by a hydraulic cylinder and includes a manual over-ride to open the latch without hydraulic power.
PAINT - The complete unit is primed and painted prior to assembly. The standard color is white urethane.
OUTRIGGERS - The modified A-frame outriggers are equipped with pilot operated check valves, internal thermal relief valves, pivot feet, and separate controls. Outrigger dimensions vary with chassis application. For a 31 in. (0.79 m) frame height, the, the outriggers furnish 122 in. (3.1 m) of spread, 8 in. (203 mm) of penetration, and 18 in. (457 mm) of ground clearance. For a 37-1/4 in. (0.95 m) frame height, the, the outriggers furnish 125-3/8 in. (3.2 m) of spread, 8 in. (203 mm) of penetration, and 18 in. (457 mm) of ground clearance.

OUTRIGGER / BOOM INTERLOCK SYSTEM – The outrigger/boom interlock system prevents lift operation until the outriggers contact the ground and outrigger retraction before the aerial lift is properly stored.
SLOPE INDICATORS - Slope indicators are required on Versalift units and supplied by Time Manufacturing Co. Slope indicators shall be installed to indicate the level of the rotation bearing relative to the ground.
MANUALS - Two (2) Operator's Manuals, two (2) Service Manuals, one (1) Manual of Responsibilities, and one (1) EMI Safety Manual are included with each aerial lift.

CHASSIS SPECIFICATIONS
Minimum Chassis Requirements:

- • Clean Cab to Axle Dimension (tops, sides & bottoms) ..... 84 in. (2.14 m)
- • Frame Resisting Bending Moment ..... 530,000 in-lbs. (60,000 N-m)
- • GVWR ..... 19,500 lbs. (8845 kg)
- • • Front GAWR ..... 7,000 lbs. (3175 kg)
- • • Rear GAWR ..... 13,500 lbs. (6120 kg)
- • Approximate Curb Weight for Stability ..... 14,500 lbs. (6580 kg)
- • PTO Provision
- • Rear Fuel Tank Only
- • Trailer brake controller
- • Rear view camera and prep kit
- • Ram 5500 4x4
- • Diesel Engine

BODY SPECIFICATIONS
Steel Service Body:
132" Service Body 40 inches high X 94 inches wide.
Body Dimensions:

- • 20 Inch compartment depth.
- • 54 Inch bed area.
- • 24 Inch top of floor to top of body.
- • 18 Inch horizontal compartment height.

Body Materials:

- • 16 Ga. Galvanneal body materials.
- • 12 Ga. Hot rolled treadplate floor.
- • 12 Ga. Hot rolled treadplate compartment tops.

Door Details:

- • Stainless Steel Automotive rotary type door latches
- • Latch Covers on All doors.

BODY SPECIFICATIONS (Continued)

- • Stainless steel rod and socket type door hinges.
- • Chain stops on all doors.
- • 18 Ga. Double Panel Body Doors.

Body Features:

- • Rubber rolled crown type fenders.
- • Master door lock system.
- • Automotive Bulb Type Weatherstripping.
- • Front bulkhead.
- • Shelving / Hooks installed on DUAL Uni-Strut for infinite adjustment.
- • Two (2) formed angle Mudflap brackets

Streetside Compartmentation: 1st
Vertical:

- • 28 Inches wide Two (2) shelves each with adjustable dividers on 4" centers.

2nd Vertical:

- • 28 Inches wide Two (2) shelves each with adjustable dividers on 4" centers.

Horizontal:

- • 50 Inch open compartment. Adjustable dividers installed in compartment bottom on 6" centers.

Rear Vertical:

- • 26 Inches wide Two (2) shelves each with adjustable dividers on 4" centers.

Hotstick Shelf:

- • 132 Inches long rear dropdown access door.

Curbside Compartmentation:
1st Vertical:

- • 28 Inches wide Two (2) shelves each with adjustable dividers on 4" centers.

2nd Vertical:

- • 28 Inch wide gripstrut access steps to bed area.

Horizontal:

- • 50 Inches wide One (1) shelf with adjustable dividers on 4" centers.

Rear Vertical:

- • 26 Inches wide Five (5) - 1/2" Carriage Bolt Swivel / Locking material hooks 1-3-1.

Tailshelf:

- • Treadplate tailshelf 30 inches long X Full width of body x 6 inches high
- • 7-Lamp light bar installed at rear.
- • Rear Lighting L.E.D in Tailshelf:
- • Rubber mounted recessed rear lighting kit with harness • • Two (2) stop/tail/turn lights - Peterson Brand M826R-7 L.E.D.
- • Two (2) clear back up lights - Peterson Brand M826C - 7 LED
- • Two (2) front clearance lights reflector style- Peterson brand M173A L.E.D
- • Two (2) side clearance lights reflector style- Peterson brand M173R L.E.D
- • Two (2) rear clearance lights reflector style - Peterson brand M173R L.E.D • • Three (3) light center cluster reflector Style - Peterson brand M173R L.E.D
- • 7-Lamp light wiring harness.

Wheel Chock Storage:

- • Two built into body wheel wells curbside.
- • Pendulum Retainers.

Outrigger Control Boxes:

- • Two (2) Dual outrigger control boxes.

BODY SPECIFICATIONS (Continued) Outrigger
Pad Storage:

- • Two (2) Outrigger Pad Storage Brackets - 19" x 19" x 3"
- • Pendulum Retainers.

Belted Step:

- • One (1) Rubber Belted type step at side access.
- • One (1) Rubber Belted type step at tailshelf

Tailgate:

- • Removable composite wood tailgate 5.5" high X full width of bed area installed at rear of load space.

- • Removable composite wood sidegate 5.5" high X full width of step area.
- • Includes Pins and Lanyards

Grab Handles:

- • Two (2) Bolt-On Type at side access of body.
- • One (1) Pool type grab handles at rear of tailshelf.
- • One (1) Mini Pool type grab handles at rear of tailshelf.

Paint:

- • Prime Paint Gray Interior
- • Grey Zolatone paint on the interior of the compartments.

INSTALLATION DETAILS

- • Furnish and install mounting hardware, PTO, and pump
- • Install VERSALIFT VST-40-MHI
- • Furnish and install hydraulic diagnostic test port
- • Furnish and install service body and accessories
- • Furnish and install park brake interlock
- • Furnish and install slope indicators
- • Furnish and install backup alarm
- • Furnish and install a 3-point grounding system
- • Furnish and install four (4) LED amber strobes (2) installed in the front grille and (2) installed at rear on tailshelf
- • Furnish and install ICC rear bumper
- • Furnish and install combo pintle/hitch with 2” ball and two (2) safety “D” rings
- • Furnish and install a 7-prong flat-pin trailer receptacle
- • Furnish and install mudflaps
- • Furnish and install travel height decal in the cab
- • Furnish and install rubber bumper for hotstick door
- • Furnish and install a protective eyebrow over the back up camera eye at the rear
- • Furnish and install rear chassis spring
- • Paint body to match cab and chassis
- • Paint treadplate floor with black no-skid
- • Furnish two (2) rubber wheel chocks
- • Furnish two (2) 18” X 18” X 1” outrigger pads
- • Furnish a 5lb fire extinguisher and a 3-piece triangle reflector kit
- • Test ride completed unit for 1 hour
- • Test and Certify per ANSI A92.2

Notes

1. Your Terms This Order: Payment due upon receipt of invoice. MSO released upon receipt of payment.
2. Days to Delivery: Available Q3 in 2024
3. This Quotation Validity: Until all units are sold. Availability is based on prior sales.
4. .

Signature: _____ Date: _____

National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

Quote ID# 47016CS

9/30/2024

Aundrea Butler
City of Irwindale
5050 N. Irwindale
Irwindale, CA 91706

Dear Aundrea,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration: **One (1) New/Unused (2024 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box 142" WB, Stock: FT24283,VIN: 1FTBF2AA0REE82673)** delivered to your specified location, each for

	(1) MSRP	(1) One Unit	Total %	Total Savings
Contract Price	$47,050.00	$ 46,750.00	0.638%	$300.00
Tax (10.25 %)		$ 4,791.88		
Tire fee		$ 8.75		
Transportation (342 miles)		$ 725.00		
Total		$ 52,275.63		

-per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF.** Please reference this Contract Number on all Purchase Orders to National Auto Fleet Group.
Payment terms are Net 20 days after receipt of vehicle.
Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call or email.

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	www.NAFGETA.com
Use the upfitter of your choice:	www.NAFGpartner.com
Vehicle Status:	ETA@NationalAutoFleetGroup.com
General Inquiries:	Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)
TRANSMISSION	
Code	**Description**
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)
TIRES	
Code	**Description**
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)
PRIMARY PAINT	
Code	**Description**
Z1	Oxford White
SEAT TYPE	
Code	**Description**
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	**Description**
X37	3.73 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
67E	250 Amp Alternator (Gas)
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates and optional to all others
OPTION PACKAGE	
Code	**Description**
600A	Order Code 600A

2024 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 2WD Reg Cab 8' Box 142" WB

WINDOW STICKER

2024 Ford Super Duty F-250 SRW XL 2WD Reg Cab 8' Box 142" WB

CODE	MODEL	MSRP
F2A	2024 Ford Super Duty F-250 SRW XL 2WD Reg Cab 8' Box 142" WB	$44,970.00
	OPTIONS	
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)	$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)	$0.00
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)	$0.00
Z1	Oxford White	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar	$0.00
X37	3.73 Axle Ratio, (STD)	$0.00
67E	250 Amp Alternator (Gas)	$85.00
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates and optional to all others	$0.00
600A	Order Code 600A	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$45,055.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,995.00
TOTAL PRICE	**$47,050.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 6.8L 2V DEVCT NA PFI V8 Gas -inc: Flex fuel (STD)
Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail (STD)
3.73 Axle Ratio (STD)

EXTERIOR

Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)

GVWR

GVWR: 10,000 lb Payload Package

WHEELS

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
Trailer Wiring Harness
4268# Maximum Payload
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Regular Box Style

Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Boxside Steps
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 5G Mobile Hotspot Internet Access
Front Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents

Item #19.H.

City of
IRWINDALE
AGENDA REPORT

Date: October 9, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approve an Appropriation to Increase the Part-time Hours for Irwindale Recreation

City Manager's Recommendation:

That the City Council **adopt Resolution No. 2024-82-3559** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR (FY) 2024-2025 ADOPTED BUDGET AND APPROPRIATING $45,000 TO THE RECREATION DIVISION BUDGET FOR THE ADDITIONAL 1,950 PART-TIME HOURS."

Administrative Action:

Submitted/Prepared by:

Elizabeth Rodriguez, Public Services Director

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

As a result of the COVID-19 pandemic, the number of part-time hours allocated for Irwindale Recreation was decreased from the city budget. Four years later, the City of Irwindale is thriving and the programs, events, and activities at Irwindale Recreation has increased including the number of participants in both existing and new programs; however, the number of part-time staff hours have continued to remain the same for the past three years.

In August 2023, the City Council approved a full-time position for an Inclusion Specialist for the Irwindale Recreation to oversee and provide individuals with all abilities the opportunity to participate in recreation and leisure programs and assist other departments to do the same. The Inclusion Specialist has been a great success, providing inclusive programs, especially for the City's youth, and bringing the City of Irwindale to the forefront as a top leader in California government as it relates to inclusion, equity and diversity. When the request was made, and the City Council approved the hiring of an Inclusion Specialist, Irwindale Recreation's KidZone Program had a small pool of students, approximately six (6), that needed a higher level of assistance. Today, that number has doubled to approximately twelve (12). With the increase in the number of KidZone participants from 30 to 50 and the increase in the number of participants that need a higher level of assistance, the need for additional staffing has increased accordingly. Since June of 2024, there are 3 to 5 participants who require 1 staff to 1 student ratio and, at times, as high as 3 staff to 1 student ratio. The six students who were on the higher support needs list in the 23/24 school year are not on this year's higher support needs list, as a result of the successful inclusion practices and/or accommodations provided by Recreation staff.

In order to create a safe space for all KidZone participants, staff has also separated KidZone into three different age groups and created pods for each group to be in specific areas inside the Dan Diaz Recreation Center or in Irwindale Park at different times. These groups include Pod 1: Transitional Kindergarten (TK) and Kindergarten; Pod 2: 1st through 5th grade; and Pod 3: 6th through 8th grade. This reorganization has been tremendously successful with overwhelming positive feedback from participants, parents and staff. In order to sustain this, Recreation staff require higher numbers of scheduled staff than currently allocated in the budget.

For these reasons, staff requests an additional 1,950 part-time hours be appropriated for Fiscal Year 2024/2025.

Fiscal Impact:

Approval of Resolution No. 2024-82-3559 will authorize the City to amend the FY 2024-2025 adopted budget by appropriating $45,000 to the Recreation Division budget for the additional 1,950 part-time hours.

Attachments:

1. Resolution No. 2024-82-3559

RESOLUTION NO. 2024-82-3559

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR (FY) 2024-2025 ADOPTED BUDGET AND APPROPRIATING $45,000 TO THE RECREATION DIVISION BUDGET FOR THE ADDITIONAL 1,950 PART-TIME HOURS

WHEREAS, the COVID-19 pandemic resulted in the decrease in part-time budgeted hours for Irwindale Recreation; and

WHEREAS, while the part-time hours have stayed the same for the past four (4) years, the City of Irwindale programs, events, and activities at Irwindale Recreation has increased including the number of participants in both existing and new programs; and

WHEREAS, in August 2023, the City Council approved a full-time position for an Inclusion Specialist for Irwindale Recreation to oversee and provide individuals with all abilities the opportunity to participate in recreation and leisure programs and assist other departments to do the same; and

WHEREAS, at the time the Inclusion Specialist was hired, there were only a small pool of students in KidZone that required a higher level of assistance. In late summer/fall of 2024, the number of participants in KidZone that require a higher level of assistance has doubled to approximately twelve (12); and

WHEREAS, the KidZone Program also increased the number of participants from 30 to 50, which now requires additional staffing to address the increase in participants and the increase in the number of students that require a higher level of assistance. At times, the ratio is 1 staff to 1 student or 3 staff to 1 student; and

WHEREAS, in order to create a safe space for all KidZone Participants, staff has separated KidZone into three different age groups and created pods for each group to be in specific areas inside the Dan Diaz Recreation Center or in Irwindale Park at different times; and

WHEREAS, as a result of all these changes and increases in participants and required assistance, a higher number of Recreation staff must be scheduled; however, the current Fiscal Year 2024/2025 Part-time Recreation Budget does not have sufficient funding.

WHEREAS, staff requests an additional 1,950 part-time hours be appropriated for Fiscal Year 2024/2025, which requires an appropriation from the general fund reserves of $45,000.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

SECTION 1. The City Council hereby finds the above Recitals true and correct and incorporates them herein by this reference.

SECTION 2. The City Council of the City of Irwindale hereby finds that a need to increase the part-time hours for Irwindale Recreation to provide sufficient staffing for Recreation Programs such as KidZone.

SECTION 3. The City Council of the City of Irwindale hereby authorizes the budget amendment to the FY 2024-2025 adopted budget and appropriates $45,000 to the Recreation Division budget for the additional 1,950 part-time hours.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

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 9TH day of October 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. 2024-82-3559 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 9th day of October 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #21.A.

City of
IRWINDALE
AGENDA REPORT

Date: October 9, 2024

To: Honorable Mayor and Members of the City Council

From: Theresa Olivares, Assistant City Manager

Issue: Receive Update on City of Irwindale Public Library Improvement Project (Project) and Provide Direction to Staff Relating to the Library Chairs (Continued from September 25, 2024)

City Manager's Recommendation:

That the City Council receive staff's update on the City of Irwindale Public Library Improvement Project (Project) and direct staff to proceed with incorporating the TMC Algonquin Lounge Chair into the Library

Administrative Action:

Submitted / Prepared by:
Theresa Olivares, Assistant City Manager

Reviewed by:

Shayna Balli, City Librarian

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Theresa Olivares, Assistant City Manager

Background and Analysis:

On August 7, 2024, the Irwindale City Council received an update from staff regarding the City of Irwindale Public Library Improvement Project (Project) and directed staff to:

1. Proceed with the original design of the Historical Room as presented at the July 24, 2024, City Council Meeting; and
2. Work with the architect to incorporate the City Logo at the front entrance of the library; and
3. Include the names of Irwindale families in the vinyl wall covering to be installed in the adult section of the library; and
4. Work with the designer to find an alternative chair for the historical room, preferably a Mexican-style chair.

To address council's desire to incorporate a Mexican-style chair in the library, staff is recommending the TMC Algonquin Lounge Chair. This chair is best suited in the adult section of the library given its size and purpose. TMC furniture is being used throughout the library and this chair will be made of the same material, color, and panel design, allowing for seamless integration into the design of the library. Staff is also recommending a blue vinyl/leather like material for the chair, which is durable, easy to clean, and coordinate with the library's color scheme. Additionally, staff has confirmed that this chair may be adapted to include connectivity for electronic devices.

Staff evaluated options for including a Mexican-style chair in the library's history room. Council and the community were previously advised that the historical room incorporates a table made from the oak trees to be removed from the future library site. This table will require table height chairs and the proposed lounge chairs will not accommodate this need. Furthermore, the use of the TMC chair in the adult area will allow for the chairs to be more visible and accessible to the library patrons.

This staff report will be supplemented by a PowerPoint presentation.

Fiscal Impact:

None

Attachments:

None

Item #21.B.

City of
IRWINDALE
AGENDA REPORT

Date: October 9, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Speed Humps Polices, Guidelines, and Procedures

City Manager's Recommendation:

That the Irwindale City Council discuss the Speed Humps Policies, Guidelines, and Procedures and provide direction to staff.

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering / Building Official

Approved by:

Julian A. Miranda, City Manager

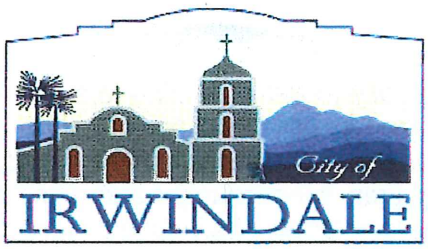
Background and Analysis:

At the request of Mayor Pro Tem Burrola this matter has been placed on the agenda for the City Council to discuss and provide direction to staff regarding the process to study the installation of speed humps on Hidalgo Street and Martinez Street. Attached is a copy of the Speed Humps Policies, Guidelines, and Procedures, which was approved by the City Council on February 7, 2002.

Fiscal Impact:

Attachments:

1. Speed Humps - Policies, Guidelines, Procedures 2002



Speed Humps Policies, Guidelines, and Procedures

February 6, 2002

The primary objective for the use of speed humps is the reduction of vehicle speeds on residential streets. There may be certain beneficial side effects to speed humps installations, such as a reduction in arterial traffic diverted to local streets, but the intended purpose is speed control.

Speed hump:

Speed bumps are devices usually found in parking lots and are intended to deep speed in the 10 mph range. They are typically three to six inches high and approximately one to three feet long. **Speed bumps** are too abrupt to be installed in public streets. **Speed humps** are longer and flatter than speed bumps and are 2 5/8 inches high and twelve (12) feet long. **Speed tables** are longer than speed bumps and are 2 5/8 inches high and twenty-two (22) feet long.

How to get speed humps on any street:

The City Council of City of Irwindale must receive a qualifying petition before a traffic engineering study is conducted. After a qualifying petition is received, then the City Council will direct the Department of Public Works to conduct a study to determine if the requested street meets the criteria for the installation of speed humps.

Guidelines:

The City of Irwindale speed humps evaluation guidelines are attached to this document. To be considered for speed humps, the proposed street must be free of adverse physical features such as steep slopes, sharp curves, and frequent driveway openings. In addition, the speed data limit must show that the critical speed of 50% or more of the vehicles exceeds the speed limit by 5 mph or more. Also, the finding of excessive speed should be made only after attempts at controlling the speed using specialized enforcement has proven effective. Streets with speed limits above 25 mph and designated arterial highways generally do not qualify for speed humps.

To obtain an official speed hump petition:

A letter should be mailed to the City of Irwindale Department of Public Works requesting a speed hump petition along with the neighborhood representative's name, address, and telephone number. The name of the street and the boundary cross streets on which it is designed to have speed humps installed must be included in the petition.

Number of signatures required on the petition:

The petition submitted to the City of Irwindale must be signed by persons representing no less than **three-fourths (75%)** of the developed property (on a front footage basis) on both sides of the street, in increments of complete blocks (for example Peppertree Lane/Allen Drive between Irwindale Avenue and Arrow Highway). For streets over 1000 feet between intersections, a block can be represented by a change in the house numbers in increments of 100. (For example the 100 block, 200 block, and 300 block

can each be considered separately in the petition.) Apartment managers or owners must sign the petition to represent apartment buildings. For condominiums or townhouses, an executive officer of the Homeowners Association Board must sign for the entire complex. The request should include written evidence of the Board approval. Those representatives signing for entire apartment buildings, condominiums, or townhouses must indicate their title, position, or ownership on the petition.

Street with a school:

For locations that are immediately adjacent to a School District, the school principal must coordinate with the School Traffic and Safety Committee, including the PTA. The signature of an authorized representative from the School Traffic and Safety Committee and the PTA must support the principal's signature. Private schools require the signature of the principal, preferably supported by the head of the school's governing body.

Homes on corner properties or properties with no driveways or access to the street:

Corner properties often have addresses on streets different from the speed hump request. Because these properties are impacted by the installation of speed humps these addresses must be included when obtaining signatures.

When to submit a petition:

Petitions may be submitted at any time.

What happens after a petition:

The City of Irwindale will begin conducting studies at the location. It takes approximately 2 (two) to 4 (four) months to conduct the studies required to determine the justification for speed hump installation. If the requested street does not qualify for speed humps, the requesting party will be notified as soon as possible.

Time it takes to get speed humps installed after the petition is submitted:

It takes approximately one year if sufficient funding is available. If not, it could take several years. The speed hump concept is very popular, and in some cases, in other jurisdictions, it has taken several years for requests to receive public funding. There is no new petition required within three (3) years of initial submittal.

Neighborhood-funded installation:

The City of Irwindale Department of Public Works handles requests in the order received. Privately funded locations are not given priority in the study process. However, construction may begin immediately after the City of Irwindale written approval has been received.

Petitioners of approved but un-funded locations may choose to retain a contractor and privately finance the speed humps installation, per the City of Irwindale requirements, through the permit process of the Public Works Department. Once a location has been approved, and only after the petitioners has indicated in writing a willingness to privately fund the installation, the Department will prepare a drawing indicating the number and location of humps, signs, and pavement messages required. The Department will provide a list of contractors who are qualified to install speed humps. A Department engineer will mark the speed hump and warning sign locations along each segment of the street with paint to facilitate construction. Installation costs vary from location to location, depending on the width of the street and the number of humps and warning signs. Construction costs range from a low of $4,000 to a high of $16,000.

Advantages and disadvantages of speed humps and tables:

ADVANTAGES
- Reduce speeds
- May reduce volume
- Self enforcement of speed limit
- May reduce speed related traffic collisions

DISADVATAGES
- May increase noise at each hump or table
- Residents may find signs undesirable
- May increase emergency response time

Procedure for REMOVING speed hump – Speed humps can be removed through the petition process or as directed by the City Council. The petition for removal must be signed by persons representing no less than three-fourths (75%) of the developed property (on a front footage basis) on both sides of the street within the boundaries of the complete speed hump or speed table installation, as represented in the original installation petition. Removal of speed humps will be accomplished at City costs.

COUNCIL POLICY

It is the policy of the City Council that the following guidelines and procedures be applied to the installation of speed humps within the City of Irwindale.

The installation of speed humps can be a controversial issue and community involvement is necessary for success. Speed humps can only be requested by the City Council.

Policies:

1. City Council by simple majority can direct staff to conduct a study and provide their findings for the installation of speed humps.

2. Staff must complete the study based on the guidelines established by this policy and provide a recommendation to the City Council.

3. City Council by simple majority can accept staff's recommendation(s) or provide other directions.

The City of Irwindale reserves the right to alter or remove any or all speed humps in the future on its own initiative without regard to this policy.

Evaluation and Guidelines:

1. Speed humps may only be installed on streets with a minimum length of ¼ mile long (1,320 feet) and conform to the definition of "Residence District" in California Vehicle Code 515.

2. Speed humps may only be used on local residential streets with no more than one travel lane on each direction, or 40-foot pavement width. Speed humps shall not be used on collector streets, arterial streets, or any street with a posted speed limit of greater than 25 MPH.

3. Speed humps should not be installed in front of commercial property. Speed humps shall not be installed in alleys.

4. A minimum of two speed humps is recommended for each installation. Therefore, study area of at least 600-feet long is required to install at least two speed humps. Cul-de-sac or dead end streets longer than 1,000 feet in length may qualify for the speed hump program.

5. Speed humps shall not be installed on designated truck or transit routes or on any street identified as a primary emergency route by any emergency response agency. Speed humps shall not be installed immediately adjacent to a hospital, fire station, or police facility.

6. Speed humps should not be installed on the streets with speed limits greater than 30 mph as determined in accordance with the state law.

7. The measured critical 85th percentile speed (the speed which 15% of all vehicles equal or exceed) shall be greater than 30 mph on a street with the speed limit of 25 mph.

8. Speed humps shall not be installed in front of driveways, or underground access covers, or adjacent to catch basins, or drainage structures.

9. Speed humps may not be installed with grades of greater that five (5) percent.

10. Speed humps shall be installed on streets that have a horizontal curve of 300-foot radius or more.

11. Speed humps installed on a vertical curve must have adequate stopping sight distance, and shall be visible for a minimum of 200 feet in advance of the hump.

12. The standard spacing for speed humps is at least 400 feet.

13. The preferred location for speed humps is adjacent to streetlights.

14. Speed humps shall not be installed over manholes, water valves, or other utility vaults.

15. The considered street for installing speed humps should have a minimum daily volume of 400 to 2,000 vehicles per day.

16. No speed hump shall be installed in any location which, in the opinion of the City staff, does not meet all of the minimum requirements for public safety. The City of Irwindale will make an engineering evaluation of all pertinent safety factors, including any not specifically addressed here before making a determination on the installation of speed humps.

Item #22.A.

City of
IRWINDALE
AGENDA REPORT

Date: October 9, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approve cancelation of FY 2024-2025 project implementation and use of Community Development Block Grant funding and defer it to FY 2025-2026

City Manager's Recommendation:

Adopt Resolution No. 2024-77-3554, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE CANCELING PREVIOUSLY APPROVED FISCAL YEAR (FY) 2024-2025 PROJECT AND DEFERRING BOTH THE PROJECT IMPLEMENTATION AND USE OF ALLOCATED FUNDS FROM LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT TO FY 2025-2026."

Administrative Action:

Submitted by:

Kambiz Borhani, Finance Director / City Treasurer

Prepared by:

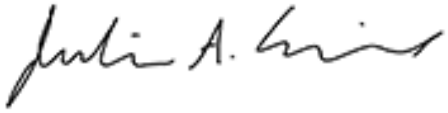
Claudia Carlos, Finance Analyst — Electronically Approved

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 approved both the project list, and the use of Community Development Block Grant (the "CDBG") funding allocated to the County of Los Angeles (the "County") by the U.S. Department of Housing and Urban Development ("HUD"), and disbursed to the City of Irwindale (the “City”). The project that was identified and approved was to improve sidewalk and access ramp consistent with the American Disabilities Act, allowing disabled persons, including those dependent upon wheelchair to better navigate and benefit from the use of public spaces (the "Project"). The estimated amount of grant allocated to the City based upon population and included in the FY 2024-2025 adopted budget was $8,243 (previously estimated to be $8,245).

The County, as the recipient of the CDBG funding, has requested the City to cancel the current Project and hold a public hearing to reallocate the funds as if were allocating the original CDBG funding. The City has the ability to carry forward the CDBG funding for three years, and since the the initial allocation took place in January 2024, the City is able to roll the funding over by one fiscal year (FY 2025-2026).

Staff is seeking the City Council approval to defer the project implementation and the use of grant funds to FY 2025-2026.

Fiscal Impact:

The adopted budget for FY 2024-25 included $8,243 in grant funding. With the adoption of Resolution No. 2024-77-3554, staff are authorized to carry forward that amount and defer project implementation to FY 2025-2026.

Attachments:

1. Resolution No 2024-77-3554
2. CDBG Public Hearing Notice (posted 9.5.2024) for 10.9.2024 Meeting

RESOLUTION NO. 2024-77-3554

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE CANCELING PREVIOUSLY APPROVED FISCAL YEAR (FY) 2024-2025 PROJECT(S) AND DEFERRING BOTH THE PROJECT IMPLEMENTATION AND USE OF ALLOCATED FUNDS FROM LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT TO FY 2025-2026

WHEREAS, the City of Irwindale's Community Development Block Grant ("CDBG") Allocation from the County of Los Angeles for Fiscal Year ("FY") 2024-2025 was estimated to be $8,243; and

WHEREAS, no more than 15% of the City's CDBG Allocation may be used for public services; and

WHEREAS, the City must comply with federal requirements including procurement standards and submittal of quarterly reports in order to qualify for and receive the CDBG Allocation. Additionally, CDBG funds must be used to address one of the following three objectives: benefit to low- and moderate-income persons, aid in the prevention or elimination of slums or blight, or to meet an urgent need; and

WHEREAS, the City desires to optimally apply the limited-use grant monies with minimal corresponding administrative burdens; and

WHEREAS, there is a need to provide access ramps and repair sidewalks in the community in accordance with American Disabilities Act (ADA) in order to improve mobility of disabled persons including those dependent upon wheelchair for transportation; and

WHEREAS, the City's CDBG Allocation is eligible to pay for the cost of access ramps and sidewalk improvements to help those with disabilities; and

WHEREAS, installing access ramps and improving sidewalks to improve mobility of disabled persons, including those dependent upon wheelchair transportation, would benefit disabled persons who may be low- or moderate-income, aid in the prevention or elimination of blight, and meet an urgent need, and thereby meet the national objectives for the use of CDBG Allocation; and

WHEREAS, the City of Irwindale held a duly noticed public hearing on the proposed disposition of the City's CDBG Allocation on January 10, 2024, and authorized the use of the City's CDBG Allocation to pay for the cost of access ramps and sidewalk improvements to help those with disabilities.

WHEREAS, the City of Irwindale desires to cancel project implementation and use of CDBG funds and defer it to FY 2025-2026.

WHEREAS, the City of Irwindale held a duly noticed public hearing on the cancellation and deferment of access ramps and sidewalk improvement project along with the use of CDBG funding of $8,243 from FY 2024-2025 to FY 2025-2026 on October 9, 2024.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

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

SECTION 2. The City Council previously approved the use of the City of Irwindale FY 2024-2025 CDBG Allocation of estimated $8,243 from the Los Angeles County Community Block Grant Program to fund the cost of access ramps and sidewalk repairs to improve the accessibility for people with disabilities.

SECTION 3. The City Council hereby approves cancellation and deferment of access ramps and sidewalk improvement project along with the use of CDBG funding of $8,243 from FY 2024-2025 to FY 2025-2026 on October 9, 2024.

SECTION 4. The City Council hereby authorizes the Finance Director to make all necessary adjustment to FY 2024-2025 adopted budget to reflect the cancelation and deferment.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 9th day of October 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. 2024-77-3554 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 9th day of October 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto
Chief Deputy City Clerk

CITY OF IRWINDALE

NOTICE OF DEFERING PROJECT IMPLEMENTATION AND USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS PREVIOUSLY APPROVED TO NEXT FISCAL YEAR

NOTICE IS HEREBY GIVEN that the Irwindale City Council will hold a public hearing to receive public comments on cancellation of Fiscal Year (FY) 2024-2025 project previously approved to be funded by the City's Community Development Block Grant (CDBG) in the amount of $8,245, and deferring project implementation and use of allocated funds to FY 2025-2026. The proposed project was to construct access ramps and repair damaged sidewalks along portions of several streets throughout the City, which restricts the mobility of disabled persons, to comply with American Disability Act. The public hearing will be held on Wednesday, October 9, 2024 at 6:00 p.m. in the City Council Chamber, 5050 North Irwindale Avenue, Irwindale, California. All persons interested in or desired to comment on the proposed project are encouraged to attend.

This City Council meeting will be held in person during which the public can also participate and broadcasted virtually as a view-only webinar.

Please join the view-only webinar for the City Council at the following link:
https://us02web.zoom.us/j/87104592389

Kambiz Borhani, Finance Director

Posted: September 5, 2024
Locations: City Hall, Library, and Post Office

I hereby certify that this public notice was posted for thirty days beginning on September 5, 2024, at the following locations:

- Irwindale City Hall
- Irwindale Public Library
- Irwindale Post Office

Laura M. Nieto

Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **MARCH 13, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **8:43 P.M.**

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

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

Absent: Councilmember Manuel R. Garcia

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, 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 Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

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

ITEM NO. 27A
MINUTES OF THE REGULAR MEETING HELD FEBRUARY 28, 2024

MINUTES OF THE REGULAR MEETING HELD FEBRUARY 28, 2024

The minutes of the regular meeting held February 28, 2024, 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 8:44 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **SEPTEMBER 25, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **7:38 P.M.**

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

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

Absent: Councilmember H. Manuel Ortiz

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, 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 Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION — A motion was made by Councilmember Breceda, seconded by Councilmember Garcia, to approve the Consent Calendar. The motion was unanimously approved, Councilmember Ortiz absent.

ITEM NO. 27A
MINUTES OF THE REGULAR MEETING HELD SEPTEMBER11, 2024

MINUTES OF THE REGULAR MEETING HELD SEPTEMBER 11, 2024

The minutes were approved as presented.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 7:39 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102880	USBANK03	US Bank Trust N.A.	09/23/2024	3,900.00

Report Total (1 checks): 3,900.00

IRWINDALE CITY COUNCIL CHAMBERS **MARCH 13, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **8:44 P.M.**

The Irwindale **HOUSING 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; 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 Laura Nieto, Chief Assistant Authority Secretary

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 Garcia absent and Board Member Breceda abstaining on Item No. 33B.

ITEM NO. 33A
MINUTES OF THE REGULAR MEETING HELD FEBRUARY 28, 2024

MINUTES OF THE REGULAR MEETING HELD FEBRUARY 28, 2024

The minutes of the regular meeting held February 28, 2024, were approved.

ITEM NO. 33B
APPROVING AND AUTHORIZING USE OF THE 10-ACRE SITE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2024, FIREWORKS DISPLAY SPECTACULAR EVENT

APPROVING AND AUTHORIZING USE OF THE 10-ACRE SITE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2024, FIREWORKS DISPLAY SPECTACULAR EVENT

RESOLUTION NO. HA 2024-02-140 ADOPTED

Resolution No. HA 2024-02-140, entitled:

"A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND

APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2024, FIREWORKS DISPLAY SPECTACULAR EVENT," was adopted; Board Member Breceda abstaining.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS None.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 8:45 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

IRWINDALE CITY COUNCIL CHAMBERS **SEPTEMBER 25, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **7:39 P.M.**

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL: Present: Board Members Mark A. Breceda, Manuel R. Garcia, Vice Chair Larry G. Burrola; Chair Albert F. Ambriz

Absent: Councilmember H. Manuel Ortiz

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, 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 Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

CARMEN ROMAN — Carmen Roman requested that Items 33B and 33C be removed for separate consideration.

GENERAL COUNSEL GUERRA — General Counsel Guerra suggested that Board Member Breceda recuse himself from Items 33B and 33C.

MOTION — A motion was made by Board Member Breceda, seconded by Chair Ambriz, to approve the Consent Calendar, except for Item Nos. 33B and 33C, which were removed for separate consideration. The motion was unanimously approved, Board Member Ortiz absent.

ITEM NO. 33A
MINUTES OF THE REGULAR MEETING SEPTEMBER 11, 2024

MINUTES OF THE REGULAR MEETING HELD SEPTEMBER 11, 2024

The minutes of the regular meeting held September 11, 2024, were approved as presented.

END OF CONSENT CALENDAR

ITEM NO. 33B
ACQUISITION OF LAS CASITAS FIRST AMENDMENT AND HOLDBACK ADDENDUM

ACQUISITION OF LAS CASITAS FIRST AMENDMENT AND HOLDBACK ADDENDUM

BOARD MEMBER BRECEDA — Board Member Breceda declared a potential conflict of interest with Item Nos. 33B and 33C and exited the Council Chambers at 7:41 p.m.

HOUSING COORD. LOPEZ — Housing Coordinator Lopez presented the staff report.

DENA ZEPEDA — Dena Zepeda requested that the carpets at all Las Casitas apartments be replaced, to which Coordinator Lopez stated that the acquisition includes a rehabilitation component and that, once the acquisition is secured, the apartment units will be rehabilitated.

MOTION — A motion was made by Board Member Garcia, seconded by Vice Chair Burrola, to authorize the Las Casitas First Amendment and Holdback Addendum. The motion was unanimously approved; Board Members Breceda and Ortiz absent.

ITEM NO. 39C
LAS CASITAS SENIOR APARTMENT PROPERTY MGMT. AGREEMENT

LAS CASITAS SENIOR APARTMENT PROPERTY MANAGEMENT AGREEMENT

COORDINATOR LOPEZ — Coordinator Lopez presented the staff report.

DENA ZEPEDA — Dena Zepeda stated that many have complained about Northridge property management and that the company has neglected necessary repairs.

PAT GONZALES — Pat Gonzales stated that she lives at the apartment complex and noted that her apartment has new carpeting. She indicated that she does not have any issues with the property management other than apartment residents having unauthorized people living with them and that they failed to clean her apartment before she moved in.

CARMEN ROMAN — Carmen Roman stated that the gates at Las Casitas are left open and that it is good that the Housing Authority Board is becoming involved.

COORDINATOR LOPEZ — Coordinator Lopez stated that miscommunication would likely lead to issues, though he noted that the new on-site property manager Andrew is doing a good job and that residents are generally happy living at the apartment complex.

MOTION — A motion was made by Councilmember Garcia, seconded by Vice Chair Burrola, to authorize the Property Management Agreement, subject to final approval as to form by the City Attorney's Office. The motion was unanimously approved; Board Members Breceda and Ortiz absent.

SPONTANEOUS COMMUNICATIONS — There were no speakers.

BOARD MEMBER BRECEDA — Board Member Breceda returned to the Council Chambers at 7:53 p.m.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 7:53 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

Item #33.B.

City of IRWINDALE
AGENDA REPORT

Date: October 9, 2024

To: Honorable Chair and Members of the Housing Authority Board

From: Julian A. Miranda, Executive Director

Issue: Irwindale Housing Authority Annual Report for Fiscal Year (FY) 2023-2024

Executive Director's Recommendation:

Receive and file the FY 2023-2024 Irwindale Housing Authority Annual Report and direct that such report be filed with the City of Irwindale City Clerk's office and the Department of Housing and Community Development.

Administrative Action:

Submitted / Prepared by:

Fernando Lopez, Housing Coordinator

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

FY 2023-2024 Irwindale Housing Authority Annual Report

California Health and Safety Code ("HSC") Section 34328 states that at least once each year, "an authority shall file with the clerk of the respective city or county and with the Department of Housing and Community Development a report of its activities for the preceding year." HSC Section 34328.1 states that such report ("Annual Report") be filed with the Department of Housing and Community Development ("HCD") on October 1 of each year.

The Irwindale Housing Authority ("Authority") retained the services of RSG to prepare the Authority's Annual Report for Fiscal Year 2023-2024, which was to be submitted to HCD by October 1, 2024. Additionally, a copy of the Annual Report must be filed with the City of Irwindale ("City") City Clerk. The Annual Report for the Authority (Attachment 1) covers all the activities that have occurred during FY 2023-2024, including housing unit compliance with affordability requirements, activities concerning

existing debt obligations, land transactions and development.

The Annual Report must specifically document any notice of terminations issued to domestic violence victims or terminations of Section 8 vouchers held by domestic violence victims, whether the termination notices resulted in the victim vacating the premises, and any steps the Authority may have taken to assist the victim(s). The property manager for the Irwindale Las Casitas Authority-owned property reports that no notices of terminations were issued nor were Section 8 voucher victims of domestic violence terminated.

The Annual Report must include all debt obligations issued during FY 2023-2024. The Authority did not issue any bonds or enter into any finance agreements during the fiscal year. In FY 2023-2024.

All land transactions and development activities that occurred during the year must be listed, such as property purchases, rehabilitation, leases, land sales, operational changes, and establishment of special trust funds. The Authority did not purchase, rehabilitate, lease, sell, make any operational changes, or establish special trust funds in FY 2023-2024.

At least 20% of all units in housing projects assisted by the Authority must be available to lower income persons. The affordability levels of the assets overseen by the Authority are in compliance.

Fiscal Impact:

An independent audit of the Irwindale Housing Successor is conducted annually and will be presented upon completion of the Irwindale Housing Successor Financial Statement Report.

Attachments:

1. FY 2023-24 Irwindale Housing Authority Annual Report

ANNUAL REPORT

IRWINDALE HOUSING AUTHORITY

Fiscal Year 2023-24

Report Date: October 2, 2024

SUMMARY

This is the Annual Report for the Irwindale Housing Authority ("Authority") required by California Health and Safety Code ("HSC") Section 34328. It describes the Authority's activities during the 2023-24 fiscal year ("FY"), including housing unit compliance with affordability requirements, activities concerning existing debt obligations, as well as land transactions and development.

An annual report must be filed with the City Clerk and sent to the California Department of Housing and Community Development ("HCD") by October 1 annually.

LEGAL AUTHORITY

Housing Authorities are distinct, autonomous, legal entities that derive their powers from State statute. It is the intent of the State legislature that housing authorities function as local entities with the primary responsibility of providing housing for very low- and low-income households. The HSC, beginning with Section 34200, provides the framework for a local housing authority through a resolution of the local governing body. In the case of the City of Irwindale ("City"), the City Council of the City of Irwindale ("City Council") resolved that the Authority should exercise its powers. The resolution adopted by the local governing body must be accompanied by a finding that either of the following is true:

1) Unsanitary or unsafe housing exists in the city, or
2) There is a shortage of safe or sanitary housing available to persons of low income.

On August 27, 1987, the City Council adopted Resolution No. 87-15-1117, confirming that the two above findings were met to establish a housing authority in accordance with the California Housing Authorities Law (HSC Section 34200, *et. seq.*).

ORGANIZATION OF THE AUTHORITY

The City Council members serve as the Board of Commissioners of the Authority ("Housing Authority Board"), currently: Larry G. Burrola, Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia, and H. Manuel Ortiz. Julian A. Miranda serves as the Executive Director of the Authority.

The Authority conducts its regular meetings on the second and fourth Wednesday of each month at 6:30 p.m. at the Irwindale City Hall Council Chamber, located at 5050 North Irwindale Avenue, Irwindale, California, or at such other place that the Authority designates by resolution.

OBJECTIVES OF THE HOUSING AUTHORITY

For many Housing Authorities, the primary role is to interact with the U.S. Department of Housing and Urban Development ("HUD") on behalf of their communities. Authorities can own and operate housing developments, which alleviates the need to find prospective

owners or operators for the units created. Additionally, the Authority can acquire and assemble land for housing developments without the need to document blighting conditions.

Per the resolution creating the Authority in 1987, the Authority's objective is "to provide for suitable, safe and sanitary housing opportunities for Irwindale residents."

The housing assets administered by the Authority include those transferred from the former Irwindale Community Redevelopment Agency ("ICRA"), including beneficial interests in loans and interests under affordability covenants. The assets formerly held by the ICRA and transferred to the Authority are described in more detail in this report.

LEGISLATIVE ACTIVITY

All redevelopment agencies in the state were dissolved on February 1, 2012, as a result of Assembly Bill ("AB") x1 26. This dramatic change resulted in the complete elimination of local property tax dollars earmarked for affordable housing on an ongoing basis; no substitute funding source was or has since been provided. Thus, housing authorities have been left in a challenging position – the need for them is greater than ever, but a key funding source has been eliminated.

Under ABx1 26, the assets of a former redevelopment agency are divided into two categories. Non-housing assets were transferred to newly formed successor agencies for disposition, and housing assets were transferred to selected housing successor entities. Pursuant to Resolution No. 2012-04, on January 20, 2012, the City elected to designate the Authority as the City's housing successor as allowed by law. ABx1 26, as amended by AB 1484 and Senate Bill ("SB") 107 (together, the "Dissolution Act") indicate that the transfer includes "all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the agency, excluding any amounts in the Low and Moderate Income Housing Fund." Thus, the Successor Agency to the former ICRA ("Successor Agency") effectuated the transfer of several assets held by ICRA to the Authority, pursuant to the Dissolution Act. The asset transfers were approved by the Oversight Board to the Successor Agency ("OB") on May 16, 2013, by Resolution No. OB 2013-03-009, pursuant to HSC Sections 34177 and 34181.

The asset transfers were subject to review and approval by the California Department of Finance ("DOF"), pursuant to HSC Section 34176. As part of the review process, the Authority submitted a Housing Asset Transfer Form to the DOF on August 1, 2012. The DOF issued a letter on September 5, 2012, stating that it did not object to any of the transfers. A copy of Resolution No. OB 2013-03-009 is provided as Appendix 1. A copy of the Housing Asset Transfer Form approved by the DOF is provided as Appendix 2.

Additionally, the State legislature adopted SB 341 on October 13, 2013, to clarify the functions of successor housing entities. SB 341 and subsequent bills that clarified and

amended the language in SB 341 are codified in HSC Section 34176.1 and require successor housing entities to prepare an annual report documenting compliance with certain requirements ("Housing Successor Compliance Report" or "SB 341 Report"). Authority staff is in the process of auditing its financials and other information and will prepare its FY 2023-24 Housing Successor Compliance Report under separate cover for submission to HCD by the end of 2024. More information is contained in Appendix 3.

CONTENTS OF THE AUTHORITY'S ANNUAL REPORT

State Law establishes three main components to an annual report from a housing authority. Accordingly, this Annual Report has been developed to:

- Provide a complete report of activities during FY 2023-24, including any bond issuances, loans, or finance agreements into which the Authority entered;
- Show compliance with requirements of HSC Section 34312.3, such as the minimum amount of housing units affordable to lower income in projects assisted by the Authority with bonds, and document established base rents and/or maximum rental payments for lower income households; and
- Document any termination of tenancies or Housing Choice Voucher Program (formerly Section 8) vouchers of domestic violence victims as required by HSC Section 34328.1.

In addition, per HSC Section 34328.1, an Authority's filing of their annual report may include "recommendations for needed legislation to carry on properly a program of housing and community development in this state." Recommendations are included at the end of this report.

HOUSING AUTHORITY DEBT OBLIGATIONS

Pursuant to HSC Sections 34328 and 34328.1, the Authority must provide a complete report of its activities during the prior fiscal year, which includes bonds, financing agreements, and loans for multi-family rental housing projects.

Bonds

The Authority did not issue any bonds during FY 2023-24.

Financing Agreements

The Authority did not enter into any financing agreements during FY 2023-24.

Loans

The Authority did not enter into any loan agreements during FY 2023-24. Note that, when the Authority became the housing successor to the former ICRA, 111 loans issued to single-family homeowners by the former ICRA were transferred to the Authority. The 111 loans included 42 home subsidy loans and 69 home improvement loans. The loan transfers were approved by the DOF as part of the Housing Asset Transfer Form and are listed in Exhibit D of Appendix 2. As of August 1, 2012, when the Housing Asset List was submitted to the DOF, the outstanding loan balance was $13,172,034.90. Of the 111 loans, the latest repayment date is November 18, 2055. As of June 30, 2024, 17 loans have been paid off or forgiven since they were transferred in 2012, leaving 94 outstanding.

Any future financing for the acquisition, construction, rehabilitation, or development of housing through the issuance of bonds, construction loans, mortgage loans, and/or financing agreements will be documented and provided in future Annual Reports.

LAND TRANSACTIONS AND DEVELOPMENT

HSC Section 34312.3 requires the Annual Report to include a discussion of all prior year activities of the Authority related to the development or transaction of land for the purposes of increasing the supply of affordable housing for low- and moderate-income households. Specific activities consist of the development, rehabilitation, or financing of housing projects assisted by the Authority, conveyance of surplus lands to a developer, or the establishment of a special trust fund or account to fund housing activities.

IMD Enterprises, LLC "Mayans Project"

Since 2013, the Authority has been implementing the Disposition and Development Agreement ("DDA") with IMD Enterprises, LLC for the Mayans Project, an affordable housing project. The original DDA for the project was entered into by and between the Authority and IMD Enterprises on December 18, 2013, for the rehabilitation of 2 single-family homes and the construction of 16 new single-family homes. The first addendum to the DDA, dated October 14, 2015 ("First DDA Addendum"), added three single-family homes to the Mayans Project, which includes one newly constructed home and two rehabilitated homes. The second addendum to the DDA, dated April 11, 2018 ("Second DDA Addendum"), added one parcel to the project for the construction and rehabilitation of two additional homes. The third addendum to the DDA, dated July 11, 2018 ("Third DDA Addendum"), documented the approval of two change orders necessitated due to unforeseen circumstances. The fourth addendum to the DDA, dated September 12, 2018 ("Fourth DDA Addendum"), added three properties to the project for the construction of 11 new homes.

Pursuant to the DDA and the addendums, the Authority has sold several properties to IMD Enterprises, and IMD Enterprises has been rehabilitating and constructing units to be sold to extremely low- to moderate-income households. The Authority provides loans to the homebuyers with covenants restricting affordability at the properties for 45 years. As of the end of the FY 2023-24, the Mayans Project is complete, with 34 homes constructed or rehabilitated and subsequently sold to qualifying households.

Other Projects

HSC Sections 33334.16 and 34176.1(e) require housing successor agencies to initiate activities to develop affordable housing on undeveloped property transferred from the former redevelopment agency within five years from the date that the DOF approved the transfer of the housing assets. Housing successors that are out of compliance with this requirement must sell the undeveloped properties and deposit the sales proceeds in the housing successor's Low and Moderate Income Housing Asset Fund ("LMIHAF") to fund other affordable housing activities. The HSC allows for one five-year extension of the original five-year deadline.

In the Authority's case, the original five-year deadline was September 5, 2017. As of that date, the Authority owned three undeveloped properties that were transferred from the former redevelopment agency, all of which were proposed to be sold to Panattoni Development Company, Inc. ("Panattoni"). In August 2013, the Authority entered into a DDA with Panattoni (which was amended in June 2015 and again in May 2018) with the intent of selling the three Authority-owned properties (16203, 16223, and 16233 Arrow Highway) to Panattoni. Because the Arrow Highway properties were subject to a DDA between the Authority and Panattoni as of September 5, 2017, the Authority was in compliance with the five-year deadline. Nonetheless, out of an abundance of caution, the Housing Authority Board adopted a resolution in December 2017 that extended the deadline for five years to September 5,

2022. The Authority completed the sale of the Arrow Highway properties to Panattoni on April 3, 2020 for $4,150,000. The sales proceeds were designated for affordable housing. Thus, the Authority complied with the property disposition deadline.

In FY 2023-24, the Authority started the process of purchasing two assets. The first asset is the leasehold interest in the Las Casitas Senior Apartments ("Las Casitas") located at 5164 Ayon Avenue. The property includes 25 affordable units affordable to extremely low-, very low-, low-, and moderate-income senior households and 1 manager unit. The 32,760-square-foot property features landscaping, one elevator, and a clubhouse that includes a TV room, dining table, kitchen, laundry room, and an outdoor covered patio area with a barbecue. The Authority owns the land and entered into a Lease Agreement in May 1995 with the Northridge Group to develop and operate Las Casitas. The Housing Authority is now in the process of acquiring the leasehold interest in Las Casitas from the Northridge Group. The Housing Authority intends to rehabilitate the property after purchase. The Authority's FY 2023-24 expenses related to the purchase include the acquisition price of $900,000, appraisal fees totaling $5,900, property inspection fees totaling $3,900, and escrow fees totaling $1,720.

Additionally, the Authority started the process of purchasing a commercial property located at 16154-16158 Arrow Highway. The property was previously utilized as a construction contractor yard business for many years. The property is currently vacant with a deteriorated structure and miscellaneous discarded items from the prior business. Due to its location on a major thoroughfare and its close proximity to the City's Civic Center, the property could be better utilized for the development of affordable housing. City staff received authorization from the Housing Authority Board to begin negotiations and execute a Purchase and Sale Agreement for the acquisition of the property. The Authority's FY 2023-24 expenses related to the purchase included $50,000 of escrow fees and $2,100 for a Phase I environmental assessment.

The Authority did not sell any property in FY 2023-24. Any future developments or land transactions will be documented and reported in subsequent Annual Reports.

HOUSING UNIT COMPLIANCE

As set forth by HSC Sections 34328 and 34328.1, housing authorities are required to:

- Show compliance with requirements of HSC Section 34312.3, such as the minimum amount of housing units affordable to lower income persons in projects assisted by the Authority, and established base rents and/or maximum rental payments for lower income households; and

- Document any termination of tenancies or Housing Choice Vouchers of victims of domestic violence as required by HSC Section 34328.1.

The following subsections provide a summary of the Authority's progress toward the requirements listed above.

Housing Affordability Requirement

Assets transferred from the ICRA to the Authority are subject to both California Community Redevelopment Law ("CRL"), codified in HSC Section 33000 *et. seq.*, and Housing Authorities Law ("HAL"), codified in HSC Section 34200 *et. seq*. The CRL and HAL have different requirements relating to housing production, expenditure limitations, adjustments for family size, affordability restriction durations, and other regulatory requirements.

Pursuant to the CRL, at least 15% of all newly constructed or substantially rehabilitated units must be affordable to very low- to moderate-income households (HSC Section 33413). Pursuant to the HAL, at least 20% of the units in housing projects assisted by the Authority, or 15% in targeted areas, must be affordable to persons of low income (HSC Section 34312.3(c)). If housing projects are financed by bonds issued by the Authority, at least 10% of the units must be available to persons of very low income.

As summarized in Table 1, the affordability levels of the 25 Las Casitas units (pursuant to the related DDA) and the 123 active restrictive covenants comply with both the CRL and the HAL. Although the HAL discourages housing authorities from assisting moderate-income households, Authority properties with moderate-income units fulfill the requirements of the CRL. Any future development will satisfy both CRL and HAL requirements as necessary.

Affordability Levels **Table 1**
Irwindale Housing Authority

Asset	Units by Income Level									
	Extremely Low		Very Low		Low		Moderate		Total	
	#	%	#	%	#	%	#	%	#	%
Las Casitas Senior Apartment Complex	9	36%	6	24%	5	20%	5	20%	25	100%
Restrictive Covenants	4	3%	32	26%	46	37%	41	33%	123	100%
Total	13	9%	38	26%	51	34%	46	31%	148	100%

Total Moderate Income or Below	*100%*
Total Low Income or Below	*69%*
Total Very Low Income or Below	*34%*

The Authority assumed one multi-family property assisted by the former ICRA, the Las Casitas Senior Apartment Complex. As stated above in the "Land Transactions and Development" section, the property is located at 5164 Ayon Avenue and includes 25 affordable units and 1 manager unit. In addition, the Authority assumed 104 restrictive covenants on single-family homes from the former ICRA. The covenants are listed in Exhibit

A of Appendix 2. Since the covenants were transferred in 2012, 16 have expired, resulting in 88 remaining.

Since FY 2015-16, the Authority has established 35 new covenants. Of the 35 covenants, 34 are related to loans issued to buyers of Mayans Project units. The Authority established 3 covenants in FY 2015-16, 1 covenant in FY 2016-17, 14 covenants in FY 2017-18, 3 covenants in FY 2018-19, 6 covenants in FY 2019-20, 1 covenant in FY 2020-21, and 7 in FY 2021-22. The Authority did not establish any new covenants in FY 2022-23 or 2023-24.

Base & Maximum Rents

HSC Section 34312 states that a housing authority may "prepare, carry out, acquire, lease, and operate housing projects for persons of low income." As part of this authority, HSC Section 34312.3 establishes a set of guidelines to determine base and maximum rents that can be charged for units reserved for lower income households. According to HSC Section 34312.3, rental payments for very low- and low-income households shall not exceed the amounts established by HCD. Appendix 4 details the maximum rental payments that the Authority can charge for lower income households.

Table 2 below shows the rents charged at Las Casitas, the sole affordable housing rental project overseen by the Authority.

Rental Rates **Table 2**

Irwindale Housing Authority

Property	Income Level of Household	Unit Size	# of Units[1]	Co. Max. Rent [2]	Tenant-Paid Rent Range [3]
Las Casitas	Extremely Low	1-bed	18	$589	$221-$546
	Very Low	1-bed	3	$982	$569-$785
	Low	1-bed	1	$2,220	$1,093
	Moderate	1-bed	0	$2,358	N/A

[1] *The units described above exclude one on-site manager unit, two vacant units, and one market-rate unit.*

[2] *County-wide maximum allowable rent before deducting the utility allowance pursuant to HSC Section 50053.*

[3] *Aggregated by rental range to protect privacy. Monthly rent includes the utility allowance and does not include Authority subsidies. The data in the above table is current as of December 2023 (certified in June 2024).*

Termination of Domestic Violence Tenancies and Housing Choice Vouchers

State law requires that a housing authority annually disclose data related to domestic violence incidents in units owned or operated by the housing authority. Specifically, the data must include:

- Data on termination of tenancies and/or Housing Choice Vouchers of victims of domestic violence in housing authority units; and

- Summary of steps taken by the housing authority to address any termination of tenancies and/or Housing Choice Vouchers of victims of domestic violence.

In FY 2023-24, the Authority did not terminate any tenants who are victims of domestic violence. The Housing Authority does not currently administer Housing Choice Vouchers, so the requirements regarding Housing Choice Vouchers are not applicable.

FINANCIAL STATEMENT/BUDGET

Table 3 presents a summary of the Authority's FY 2023-24 projected versus actual revenues and expenditures by category. Actual revenues were $282,497 more than expected, and expenditures were $665,047 more than budgeted.

Statement of Revenue & Expenditures[1] **Table 3**

	Projected 2023-24	Actual 2023-24
REVENUE		
Interest Income	$ 25,000.00	$ 240,435.07
Investmt Unrealized Loss / (Gain)	-	65,021.96
Other & Miscellaneous Income	-	2,040.00
Total Revenues	**$ 25,000.00**	**$ 307,497.03**
EXPENSES		
Contract Services:		
Agency/Authority Meeting Stipend Reimbursement	$ 7,330.00	$ 5,326.14
Mileage Reimbursement	100.00	-
Memberships & Subscriptions	10,650.00	10,647.47
Public Notices	1,000.00	305.19
Housing/Rental Subsidy	76,500.00	51,707.34
Operating Supplies	1,600.00	1,052.66
Postage	1,500.00	14.49
Fuel	600.00	-
Contractual Svcs-Single Fam Hg	111,613.50	51,094.02
Legal Services	250,000.00	62,177.50
Audit Services	10,753.00	5,373.00
Admin/Personnel Reimbursement	244,700.00	236,398.74
Property Taxes/Parcel Levy	10,000.00	9,576.74
Total Expenses	**$ 726,346.50**	**$ 433,673.29**
Escrow Fees	$ -	$ 50,000.00
Acquisition Costs	-	907,720.00
TOTAL	**$ 726,346.50**	**$ 1,391,393.29**

[1] Adjustments may be made as year-end accounting is finalized.

Source: City of Irwindale Finance Department

LEGISLATIVE RECOMMENDATION

As discussed earlier in this report, the Legislature abolished all redevelopment agencies in the state, effective February 1, 2012. The elimination of redevelopment agencies in the manner prescribed by the Legislature means that there is no longer a regular source of local property tax dollars earmarked for affordable housing on an ongoing basis; in addition, no substitute funding source has been provided. It is recommended that the Legislature immediately relieve cities from requirements associated with the production of affordable housing given the expression of legislative priorities that has removed funding for affordable housing from local government.

Additionally, it is recommended that the Legislature provide a regular funding source for the monitoring, implementation and administration of affordable housing at the city level. Historically, the implementation of affordable housing as well as monitoring is a labor-intensive matter; simply put, such operations do not pay for themselves. In addition to removing housing set-aside dollars from the equation, the elimination of redevelopment agencies obviously has had severe impacts upon cities, which impacts promise to be felt for decades. Accordingly, the Legislature should refrain from adding requirements for additional reporting where this would amount to an unfunded mandate.

If the Legislature intends that cities maintain existing affordable housing resources, we recommend that the Legislature enact a measure which would treat ongoing administration and maintenance of existing affordable housing units and additional affordable housing units as an enforceable obligation for purposes of ABx1 26 and AB 1484.

APPENDIX 1: OVERSIGHT BOARD RESOLUTION NO. 2013-03-009

The Oversight Board to the Successor Agency approved Resolution No. OB 2013-03-009 on May 16, 2013, which effectuated the transfer of several assets from the former ICRA to the Authority, pursuant to HSC Sections 34177 and 34181. The resolution is attached on the following pages.

OVERSIGHT BOARD RESOLUTION NO. OB 2013-03-009

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE HOUSING ASSET TRANSFER LIST PREPARED AND SUBMITTED TO, AND APPROVED BY, THE CALIFORNIA DEPARTMENT OF FINANCE PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176(a)(2), INCLUDING THE TRANSFER OF INDIVIDUAL HOUSING ASSETS CONTAINED THEREIN BY THE SUCCESSOR AGENCY TO THE IRWINDALE HOUSING AUTHORITY"

WHEREAS, pursuant to Assembly Bill 26 of the First Extraordinary Session of the 2011-2012 Legislative Session ("ABX1 26") (Chapter 5, Statutes of 2011), the Irwindale Community Redevelopment Agency was effectively dissolved as of February 1, 2012; and

WHEREAS, pursuant to ABX1 26, the City Council of the City of Irwindale adopted Resolution No. 2012-09-2548 electing not to retain the housing functions and assets of the former Irwindale Community Redevelopment Agency ("ICRA") and instead selecting the Irwindale Housing Authority ("Housing Authority") to perform the housing functions of the ICRA, and transferring all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the ICRA to the Housing Authority; and

WHEREAS, pursuant to ABX1 26, an oversight board must be formed for each jurisdiction where a redevelopment agency previously existed to oversee the dissolution activities managed and administered by the Successor Agency to the ICRA ("Successor Agency"); and

WHEREAS, on June 21, 2012, the Oversight Board to the Successor Agency ("Oversight Board") received and filed a report from the Successor Agency on the transfer of housing assets by the Successor Agency to the Housing Authority, including specified real property assets; and

WHEREAS, Assembly Bill 1484 ("AB 1484") (Chapter 26, Statutes of 2012) was enacted on June 27, 2012 and made substantial changes to the redevelopment wind-down process under ABX1 26; and

WHEREAS, AB 1484 amended Section 34176 of the California Health and Safety Code ("HSC") and HSC Section 34176(a)(2) established new definitions for what qualifies as a "housing asset" and required the Successor Agency to submit to the California Department of Finance ("DOF") a housing asset transfer list ("HAT") by August 1, 2012 listing all housing assets that contains an explanation of how the assets meet the criteria specified in subdivision (e)," including "assets transferred between February 1, 2012, and the date upon which the list is created" (Exhibit "A"); and

WHEREAS, after a comprehensive review of the HAT, DOF issued a letter on September 5, 2012 approving the HAT and the individually listed housing without exception (Exhibit "B"); and

WHEREAS, while ABX1 26 and AB 1484 did not expressly require the HAT to be approved by the Oversight Board, out of an abundance of caution related to potential issues with title, the Oversight Board desires to establish a clear record of approval of the HAT.

NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. **Recitals.** The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. **Approval of Housing Asset Transfer List and Transfer of Individual Housing Assets.** The Oversight Board hereby approves the Housing Asset Transfer list attached hereto as Exhibit "A" and the transfer of the individual housing assets contained therein by the Successor Agency to the Low and Moderate Income Housing Asset Fund of the Housing Authority.

PASSED AND ADOPTED at a special meeting of the Oversight Board of the Successor Agency to the Irwindale Community Redevelopment Agency, on the 16th day of May, 2013, by the following vote:

AYES:	Boardmembers:	Frick, Hsi, Martinez, Vice Chair Diaz
NOES:	Boardmembers:	None
ABSTAIN:	Boardmembers:	Corpis
ABSENT:	Boardmembers:	Chair Scroggins

Camille Diaz, Vice-Chair

ATTEST:

Laura Nieto, Secretary

APPENDIX 2: HOUSING ASSET LIST

The Housing Asset List, attached on the following pages, shows assets transferred from the former ICRA to the Authority. All transfers were approved by the DOF on September 5, 2012, pursuant to HSC Section 34176.

DEPARTMENT OF FINANCE
HOUSING ASSETS LIST
ASSEMBLY BILL X1 26 AND ASSEMBLY BILL 1484
(Health and Safety Code Section 34176)

Former Redevelopment Agency:	Irwindale Community Redevelopment Agency
Successor Agency to the Former Redevelopment Agency:	City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency
Entity Assuming the Housing Functions of the former Redevelopment Agency:	Irwindale Housing Authority

Entity Assuming the Housing Functions Contact Name:	Theresa Olivares	Title	Housing Coordinator	Phone	(626) 430-2294	E-Mail Address	theresao@ci.irwindale.ca.us
Entity Assuming the Housing Functions Contact Name:	Eva Contreras	Title	Finance Manager	Phone	(626) 430-2221	E-Mail Address	econtreras@ci.irwindale.ca.us

All assets transferred to the entity assuming the housing functions between February 1, 2012 and the date the exhibits were created are included in this housing assets list.
The following Exhibits noted with an X in the box are included as part of this inventory of housing assets:

Exhibit A - Real Property	X
Exhibit B - Personal Property	
Exhibit C - Low-Mod Encumbrances	X
Exhibit D - Loans/Grants Receivables	X
Exhibit E - Rents/Operations	
Exhibit F - Rents	
Exhibit G - Deferrals	X

Prepared By:	**Eva Contreras**
Date Prepared:	**8/1/2012**

Exhibit A - Real Property

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
1	Land held for development of Low-Mod Housing	Olive Pit (APN 8415-001-906)	3,619,547.00	8,319,959	n/a	No	No	2/1/2012	3,619,547.00	N/A	N/A	08/19/2004	Own & purchased with L/Mod
2	Land held for development of Low-Mod Housing	15848 Juarez Street (APN 8417-028-907)	269,227.48	9,718	9,718	No	No	2/1/2012	269,227.48	N/A	N/A	09/03/2009	Own & purchased with L/Mod
3	Land held for development of Low-Mod Housing	16046 Peppertree Lane (APN 8417-033-955)	325,494.00	6,656	6,656	No	No	2/1/2012	325,494.00	N/A	N/A	07/23/2010	Own & purchased with L/Mod
4	Land held for development of Low-Mod Housing	4618 Nora Avenue (8417-002-007)	310,000.00	20,400	20,400	No	No	2/1/2012	310,000.00	N/A	N/A	01/27/2012	Own & purchased with L/Mod
5	Land held for development of Low-Mod Housing	16203-16233 Arrow Highway (APNs 8619-010-907, 8619-012-905, 8619-012-909)	9,270,000.00	272,564	n/a	No	No	2/1/2012	9,270,000.00	N/A	N/A	01/09/2008	Own & purchased with L/Mod
6	Restrictive Covenant	15844 Hidalgo Street	Unknown	9,183	9,183	Yes	CRL	2/1/2012	50,000.00	N/A	N/A	08/08/2003	Option to Purchase
7	Restrictive Covenant	16058 Central Street	Unknown	5,000 - 9,000	5000 - 9,000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	12/23/2005	Option to Purchase
8	Restrictive Covenant	4820 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	358,600.00	N/A	N/A	12/23/2005	Option to Purchase
9	Restrictive Covenant	4819 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	12/23/2005	Option to Purchase
10	Restrictive Covenant	4823 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	310,600.00	N/A	N/A	12/28/2005	Option to Purchase
11	Restrictive Covenant	4642 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	327,250.00	N/A	N/A	12/28/2005	Option to Purchase
12	Restrictive Covenant	4821 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,842.82	N/A	N/A	12/23/2005	Option to Purchase
13	Restrictive Covenant	4842 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	358,600.00	N/A	N/A	11/18/2010	Option to Purchase
14	Restrictive Covenant	4851 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	310,600.00	N/A	N/A	1/3/2006	Option to Purchase
15	Restrictive Covenant	4817 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	1/3/2006	Option to Purchase
16	Restrictive Covenant	5139 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/22/2006	Option to Purchase
17	Restrictive Covenant	5219 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/22/2006	Option to Purchase
18	Restrictive Covenant	5151 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/26/2006	Option to Purchase
19	Restrictive Covenant	5143 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/29/2006	Option to Purchase
20	Restrictive Covenant	2417 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/3/2007	Option to Purchase
21	Restrictive Covenant	2425 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/29/2006	Option to Purchase
22	Restrictive Covenant	15854 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/29/2006	Option to Purchase
23	Restrictive Covenant	4642 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	12/29/2006	Option to Purchase

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
24	Restrictive Covenant	2421 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/3/2007	Option to Purchase
25	Restrictive Covenant	2469 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
26	Restrictive Covenant	2437 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/9/2007	Option to Purchase
27	Restrictive Covenant	15850 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/9/2007	Option to Purchase
28	Restrictive Covenant	726 Meridian Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/2/2007	Option to Purchase
29	Restrictive Covenant	2445 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
30	Restrictive Covenant	2473 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/5/2007	Option to Purchase
31	Restrictive Covenant	2465 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/2/2007	Option to Purchase
32	Restrictive Covenant	2477 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/4/2007	Option to Purchase
33	Restrictive Covenant	2455 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/5/2007	Option to Purchase
34	Restrictive Covenant	2409 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
35	Restrictive Covenant	2405 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	1/9/2007	Option to Purchase
36	Restrictive Covenant	2413 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/3/2007	Option to Purchase
37	Restrictive Covenant	2461 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/5/2007	Option to Purchase
38	Restrictive Covenant	4638 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/2/2007	Option to Purchase
39	Restrictive Covenant	5135 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/5/2007	Option to Purchase
40	Restrictive Covenant	2430 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/24/2007	Option to Purchase
41	Restrictive Covenant	2474 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/31/2007	Option to Purchase
42	Restrictive Covenant	2410 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/26/2007	Option to Purchase
43	Restrictive Covenant	2402 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	2/5/2007	Option to Purchase
44	Restrictive Covenant	2470 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/31/2007	Option to Purchase
45	Restrictive Covenant	2442 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/31/2007	Option to Purchase
46	Restrictive Covenant	4658 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	2/6/2007	Option to Purchase
47	Restrictive Covenant	2401 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	2/26/2007	Option to Purchase

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
48	Restrictive Covenant	2434 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	2/28/2007	Option to Purchase
49	Restrictive Covenant	2424 Park Rose Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,628.00	N/A	N/A	9/22/2003	Option to Purchase
50	Restrictive Covenant	15828 Juarez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,999.50	N/A	N/A	4/14/2004	Option to Purchase
51	Restrictive Covenant	2125 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,571.90	N/A	N/A	2/5/2004	Option to Purchase
52	Restrictive Covenant	15830 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	6/30/2004	Option to Purchase
53	Restrictive Covenant	16075 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	50,000.00	N/A	N/A	4/16/2004	Option to Purchase
54	Restrictive Covenant	2141 Park Rose Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	98,288.95	N/A	N/A	4/16/2004	Option to Purchase
55	Restrictive Covenant	2440 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,725.95	N/A	N/A	4/16/2004	Option to Purchase
56	Restrictive Covenant	4608 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,941.90	N/A	N/A	5/14/2004	Option to Purchase
57	Restrictive Covenant	15823 Juarez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,435.95	N/A	N/A	6/30/2004	Option to Purchase
58	Restrictive Covenant	16133 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,619.95	N/A	N/A	6/30/2004	Option to Purchase
59	Restrictive Covenant	2415 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,965.95	N/A	N/A	9/30/2004	Option to Purchase
60	Restrictive Covenant	16164 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,995.90	N/A	N/A	10/4/2004	Option to Purchase
61	Restrictive Covenant	16134 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,876.90	N/A	N/A	9/30/2004	Option to Purchase
62	Restrictive Covenant	16134 Central Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,295.95	N/A	N/A	11/24/2004	Option to Purchase
63	Restrictive Covenant	16135 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,976.90	N/A	N/A	9/30/2004	Option to Purchase
64	Restrictive Covenant	16169 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,816.90	N/A	N/A	10/4/2004	Option to Purchase
65	Restrictive Covenant	16148 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,999.95	N/A	N/A	9/30/2004	Option to Purchase
66	Restrictive Covenant	2439 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,996.90	N/A	N/A	12/14/2004	Option to Purchase
67	Restrictive Covenant	16144 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,970.95	N/A	N/A	4/29/2005	Option to Purchase
68	Restrictive Covenant	737 Shrode Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,995.90	N/A	N/A	12/14/2004	Option to Purchase
69	Restrictive Covenant	16024 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	4/29/2005	Option to Purchase
70	Restrictive Covenant	2401 Ruela Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,990.95	N/A	N/A	12/14/2004	Option to Purchase
71	Restrictive Covenant	4611 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,634.95	N/A	N/A	12/23/2004	Option to Purchase

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
72	Restrictive Covenant	4617 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,661.90	N/A	N/A	12/14/2004	Option to Purchase
73	Restrictive Covenant	5113 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,011.90	N/A	N/A	12/14/2004	Option to Purchase
74	Restrictive Covenant	2412 Citrus View	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,956.90	N/A	N/A	9/20/2006	Option to Purchase
75	Restrictive Covenant	16081 Calle del Norte	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	9/20/2005	Option to Purchase
76	Restrictive Covenant	5105 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,904.90	N/A	N/A	8/16/2006	Option to Purchase
77	Restrictive Covenant	4653 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,754.90	N/A	N/A	9/12/2006	Option to Purchase
78	Restrictive Covenant	16165 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,801.90	N/A	N/A	5/3/2005	Option to Purchase
79	Restrictive Covenant	16145 Pepertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,502.23	N/A	N/A	9/16/2004	Option to Purchase
80	Restrictive Covenant	16044 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	7/10/2006	Option to Purchase
81	Restrictive Covenant	16051 Olive Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,176.90	N/A	N/A	7/10/2006	Option to Purchase
82	Restrictive Covenant	16050 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	101,587.95	N/A	N/A	7/10/06	Option to Purchase
83	Restrictive Covenant	4636 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	12/1/2004	Option to Purchase
84	Restrictive Covenant	16047 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,867.95	N/A	N/A	1/11/2005	Option to Purchase
85	Restrictive Covenant	16140 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	4/12/2005	Option to Purchase
86	Restrictive Covenant	16124 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,668.95	N/A	N/A	5/1/2007	Option to Purchase
87	Restrictive Covenant	16161 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,955.90	N/A	N/A	11/8/2006	Option to Purchase
88	Restrictive Covenant	16039 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,913.40	N/A	N/A	10/6/2006	Option to Purchase
89	Restrictive Covenant	4611 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	117,656.52	N/A	N/A	10/5/2006	Option to Purchase
90	Restrictive Covenant	4647 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	128,346.90	N/A	N/A	7/10/2006	Option to Purchase
91	Restrictive Covenant	16055 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,524.90	N/A	N/A	3/30/2005	Option to Purchase
92	Restrictive Covenant	4612 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	129,255.95	N/A	N/A	8/11/2005	Option to Purchase
93	Restrictive Covenant	4825 Calle del Sur	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	7/6/2006	Option to Purchase
94	Restrictive Covenant	16160 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	129,018.46	N/A	N/A	1/8/2007	Option to Purchase
95	Restrictive Covenant	16129 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	5/1/2007	Option to Purchase

item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
96	Restrictive Covenant	4870 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	4/26/2007	Option to Purchase
97	Restrictive Covenant	16066 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	57,698.95	N/A	N/A	4/26/2007	Option to Purchase
98	Restrictive Covenant	16109 Central Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	5/1/2007	Option to Purchase
99	Restrictive Covenant	4622 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,990.95	N/A	N/A	7/31/2007	Option to Purchase
100	Restrictive Covenant	5247 Morada Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	10/30/2006	Option to Purchase
101	Restrictive Covenant	4816 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,833.50	N/A	N/A	11/28/2006	Option to Purchase
102	Restrictive Covenant	16071 Calle del Norte	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	127,466.95	N/A	N/A	9/7/2006	Option to Purchase
103	Restrictive Covenant	16027 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,941.95	N/A	N/A	7/12/2006	Option to Purchase
104	Restrictive Covenant	4635 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,343.95	N/A	N/A	4/3/2007	Option to Purchase
105	Restrictive Covenant	16147 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	9/13/2007	Option to Purchase
106	Restrictive Covenant	4841 Calle del Sur	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,910.00	N/A	N/A	12/18/2007	Option to Purchase
107	Restrictive Covenant	16038 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	7/9/2009	Option to Purchase
108	Restrictive Covenant	16128 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	52,903.19	N/A	N/A	8/9/2009	Option to Purchase
109	Restrictive Covenant	2446 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	11/3/2009	Option to Purchase

a/ Asset types may include low-mod housing, mixed-income housing, low-mod housing with commercial space, mi

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirement

Exhibit B - Personal Property

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Description	Carrying Value of Asset	Date of transfer to Housing Successor Agency	Acquisition cost funded with Low-Mod Housing Fund monies	Acquisition costs funded with other RDA funds	Acquisition costs funded with non-RDA funds	Date of acquisition by the former RDA
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a/ Asset types any personal property provided in residences, including furniture and appliances, all housing-related files and loan documents, office supplies, software licenses, and mapping programs, that were acquired for low and moderate income housing purposes, either by purchase or through a loan, in whole or in part, with any source of funds.

Exhibit C - Low-Mod Encumbrances

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of housing built or acquired with enforceably obligated funds a/	Date contract for Enforceable Obligation was executed	Contractual counterparty	Total amount currently owed for the Enforceable Obligation	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Current owner of the property	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition of the property
1	Senior Low/Mod Rental Apartments	3/23/2011	The Northridge Group Inc.	1,334,000	Yes	California Redevelopment Law	Irwindale Housing Authority	$1,987,000	N/A	N/A	11/14/2011
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a/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit D - Loans/Grants Receivables

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
1	Loan	168,600.00	12/23/2005	For personal information about loan recipients, contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050	(b)	3.00%	118,020.00
2	Loan	358,600.00	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory	12/23/2050	(b)	3.00%	251,020.00
3	Loan	168,600.00	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050	(b)	3.00%	118,020.00
4	Loan	310,600.00	12/28/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/28/2050	(b)	3.00%	217,420.00
5	Loan	327,250.00	12/28/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/28/2050	(b)	3.00%	229,075.00
6	Loan	313,842.82	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050	(b)	3.00%	222,409.38
7	Loan	358,600.00	11/18/2010	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	11/18/2055	(b)	3.00%	251,020.00
8	Loan	310,600.00	1/3/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2051	(b)	3.00%	217,420.00
9	Loan	168,600.00	1/3/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2051	(b)	3.00%	118,020.00
10	Loan	169,000.00	12/22/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/22/2051	(b)	3.00%	126,750.00
11	Loan	169,000.00	12/22/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/22/2051	(b)	3.00%	126,750.00
12	Loan	313,000.00	12/26/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/26/2051	(b)	3.00%	234,750.00
13	Loan	169,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	126,750.00
14	Loan	313,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	234,750.00
15	Loan	313,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	234,750.00
16	Loan	313,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	234,750.00

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
17	Loan	291,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	218,250.00
18	Loan	363,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	272,250.00
19	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
20	Loan	363,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	272,250.00
21	Loan	313,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	234,750.00
22	Loan	363,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	272,250.00
23	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
24	Loan	363,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	272,250.00
25	Loan	157,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	117,750.00
26	Loan	291,000.00	1/4/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/4/2052	(b)	3.00%	218,250.00
27	Loan	363,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	272,250.00
28	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
29	Loan	169,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	126,750.00
30	Loan	337,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	252,750.00
31	Loan	313,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	234,750.00
32	Loan	291,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	218,250.00
33	Loan	313,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	234,750.00

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
34	Loan	157,000.00	1/24/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/24/2052	(b)	3.00%	117,750.00
35	Loan	313,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	234,750.00
36	Loan	337,000.00	1/26/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/26/2052	(b)	3.00%	252,750.00
37	Loan	291,000.00	2/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/5/2052	(b)	3.00%	218,250.00
38	Loan	157,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	117,750.00
39	Loan	337,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	252,750.00
40	Loan	337,000.00	2/6/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/6/2052	(b)	3.00%	269,600.00
41	Loan	291,000.00	2/26/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/26/2052	(b)	3.00%	232,800.00
42	Loan	313,000.00	2/28/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/28/2052	(b)	3.00%	250,400.00
43	Loan	25,000.00	5/31/1995	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,000.00
44	Loan	25,000.00	9/21/1995	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,000.00
45	Loan	25,960.00	2/12/1997	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,960.00
46	Loan	7,576.00	2/13/1997	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	7,576.00
47	Loan	4,440.00	6/11/1998	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	4,440.00
48	Loan	15,990.00	6/22/1998	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	15,990.00
49	Loan	42,545.00	7/13/1999	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	42,545.00
50	Loan	99,628.00	9/22/2003	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/22/2048	(b)	3.00%	64,758.20

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
51	Loan	99,999.50	4/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/14/2049	(b)	3.00%	59,999.70
52	Loan	49,571.90	2/5/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	2/5/2014	(b)	2.00%	9,914.38
53	Loan	35,000.00	4/11/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/11/2014	(b)	6.00%	10,000.00
54	Loan	100,000.00	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	60,000.00
55	Loan	50,000.00	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2014	(b)	2.00%	10,000.00
56	Loan	98,288.95	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2049	(b)	3.00%	58,973.37
57	Loan	99,725.95	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2049	(b)	3.00%	59,835.57
58	Loan	99,941.90	5/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/14/2049	(b)	3.00%	64,962.24
59	Loan	99,435.95	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	64,633.37
60	Loan	99,619.95	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	64,752.97
61	Loan	99,965.95	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,977.87
62	Loan	99,995.90	10/4/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/4/2049	(b)	3.00%	64,997.34
63	Loan	99,876.90	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,919.99
64	Loan	99,295.95	11/24/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/24/2049	(b)	3.00%	64,542.37
65	Loan	99,976.90	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,984.99
66	Loan	99,816.90	10/4/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/4/2049	(b)	3.00%	64,880.99
67	Loan	99,999.95	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,999.97

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
68	Loan	49,996.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2014	(b)	2.00%	17,498.92
69	Loan	99,970.95	4/29/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/29/2050	(b)	3.00%	64,981.12
70	Loan	99,995.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,997.34
71	Loan	100,000.00	4/29/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/29/2050	(b)	3.00%	65,000.00
72	Loan	49,990.95	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2014	(b)	2.00%	17,496.83
73	Loan	99,634.95	12/23/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/23/2049	(b)	3.00%	64,762.72
74	Loan	99,661.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,780.24
75	Loan	99,011.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,357.74
76	Loan	49,956.90	9/20/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/20/2016	(b)	2.00%	17,484.92
77	Loan	100,000.00	9/20/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/20/2050	(b)	3.00%	70,000.00
78	Loan	99,904.90	8/16/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/16/2051	(b)	3.00%	69,933.43
79	Loan	99,754.90	9/12/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/12/2051	(b)	3.00%	74,816.18
80	Loan	99,801.90	5/3/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/3/2050	(b)	3.00%	74,851.43
81	Loan	100,502.23	9/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/16/2049	(b)	3.00%	75,376.67
82	Loan	135,000.00	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	101,250.00
83	Loan	59,176.90	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2016	(b)	2.00%	29,588.45
84	Loan	101,587.95	7/10/06	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	76,190.96

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
85	Loan	100,000.00	12/1/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/1/2049	(b)	3.00%	70,000.00
86	Loan	99,867.95	1/11/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	1/11/2050	(b)	3.00%	74,900.96
87	Loan	60,000.00	4/12/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/12/2015	(b)	2.00%	30,000.00
88	Loan	134,668.95	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2052	(b)	3.00%	101,001.71
89	Loan	99,955.90	11/8/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/8/2051	(b)	3.00%	74,966.93
90	Loan	59,913.40	10/6/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/6/2016	(b)	2.00%	29,956.70
91	Loan	117,656.52	10/5/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/5/2051	(b)	3.00%	88,242.39
92	Loan	128,346.90	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	96,260.18
93	Loan	59,524.90	3/30/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	3/30/2015	(b)	2.00%	35,714.94
94	Loan	129,255.95	8/11/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/11/2050	(b)	3.00%	96,941.96
95	Loan	135,000.00	7/6/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/6/2051	(b)	3.00%	101,250.00
96	Loan	129,018.46	1/8/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	1/8/2052	(b)	3.00%	96,763.85
97	Loan	135,000.00	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2052	(b)	3.00%	101,250.00
98	Loan	135,000.00	4/26/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/26/2052	(b)	3.00%	101,250.00
99	Loan	57,698.95	4/26/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/26/2017	(b)	2.00%	43,274.21
100	Loan	60,000.00	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2017	(b)	2.00%	30,000.00
101	Loan	134,990.95	7/31/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/31/2052	(b)	3.00%	101,243.21

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
102	Loan	135,000.00	10/30/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/30/2051	(b)	3.00%	101,250.00
103	Loan	59,833.50	11/28/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/28/2051	(b)	2.00%	29,916.75
104	Loan	127,466.95	9/7/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/7/2051	(b)	3.00%	101,973.56
105	Loan	134,941.95	7/12/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/12/2051	(b)	3.00%	107,953.56
106	Loan	134,343.95	4/3/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/3/2052	(b)	3.00%	114,192.36
107	Loan	135,000.00	9/13/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/13/2052	(b)	3.00%	108,000.00
108	Loan	134,910.00	12/18/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/18/2052	(b)	3.00%	114,673.50
109	Loan	60,000.00	7/9/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/9/2019	(b)	2.00%	48,000.00
110	Loan	52,903.19	8/9/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/9/2019	(b)	2.00%	42,322.55
111	Loan	135,000.00	11/3/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/3/2054	(b)	3.00%	108,000.00

Footnotes:

(a) At the conclusion of the 10 year time period from the date the loan was issued, the accrued interest is deemed paid in full by the owner/borrower and the indebtedness secured by the Note is the principal amount only.

(b) Note Amount is deferred and forgiven at the end of the Affordability Period unless and except and Event of Acceleration requires the loan to become due and payable.

Exhibit E - Rents/Operations

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which they payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent/operation is associated with (if applicable)
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a/ May include revenues from rents, operation of properties, residual receipt payments from developers, conditional grant repayments, costs savings and proceeds from refinancing, and principal and interest payments from homebuyers subject to enforceable income limits.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit F - Rents

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which the payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent is associated with (if applicable)
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a/ May include rents or home loan payments.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit G - Deferrals

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Purpose for which funds were deferred	Fiscal year in which funds were deferred	Amount deferred	Interest rate at which funds were to be repaid	Current amount owed	Date upon which funds were to be repaid
1	SERAF payments pursuant to HSC Sections 33690(c)(1)	2009-10	5,988,407.00	0%	1,152,737.00	6/30/2015
2	SERAF payments pursuant to HSC 33690.5(c)(1)	2010-11	1,232,907.00	0%	1,232,907.00	6/30/2016
3	See footnote (a) below.	2010-11	11,844,747.00	4.50%	11,287,738	10 Years Ending Sept 2010

Footnotes:

(a) On September 22, 2010, the former Redevelopment Agency documented a real estate transaction that effectively resulted in the creation of a $11,844,747 loan amount due from the Agency's non-housing Tax Increment Fund to the Agency's Low-Mod Housing Fund. In accordance with California Redevelopment Law, if a redevelopment purchased land using Low-Mod Housing Funds originally intended for the development of affordable housing, but ultimately determined that the land was not suitable for affordeable housing, the redevelopment agency was required to repay the Low-Mod Housing Fund. This loan receivable has been appropriately reported to the California Department of Housing & Community Development (HCD) as part of the former Agency's 2010-11 annual HCD reporting requirements. The Agency initially purchased a 22.9 acre site from Vulcan Materials using 78.725% Housing Fund monies and 21.275% non-housing funds for a total purchase price of $10,201,126 ($8,030,825 + $2,170,301). The Agency intended to develop housing on an area of the site consistent with the percentage of Housing Funds invested. After further contemplation by the Agency Board and understanding the fact that the site is predominately surrounded by industrial sites as well as a railway line that experienced a derailment, causing debris to spill into the site, the Agency Board changed direction on the use of the site. Instead, it marketed the site for industrial uses, which resulted in attracting a low-impact, more appropriate use of the site for development of an industrial/office building.

The Disposition and Development Agreement (DDA) between the Agency and the developer/operator required the operator to pay the Agency $15,046,000 for the site. The fair market value of the site at the time of the sale was determined at $18,460,000, based on a February 24, 2009 appraisal by Parkcenter Realty Advisors, but higher than the reuse value developed by Keyser Marston Associates, Inc. of $14,911,000. As such, the land write-down was booked and attributed 100% to the Agency's non-housing funds, keeping the Low-Mod Housing Fund whole through a loan from the Agency's non-housing Tax Increment Fund to the Low-Mod Housing Fund requiring the repayment to the Housing Fund of the entire appraised fair market value of the site as DDA payments are made by the operator.

DDA payments to the Agency's non-housing fund and Low-Mod Housing Fund per the DDA is on an installment basis, with $677,070 ($533,023 Housing + $144,047 Non-housing) as the down payment and $14,368,930 ($11,311,724 Housing + $3,057,206 Non-housing) through the Agency Note, having a term of 10 years at 4.50% interest. Through the payments from the Agency Note, the Low-Mod Housing Fund will ultimately be re-paid a total of $16,067,301 (unless repaid sooner), which represents its entire interest in the site, based on the appraised value described above, plus accrued interest per the Agency Note.

APPENDIX 3: REPORT PURSUANT TO HEALTH AND SAFETY CODE SECTION 34176.1

Health and Safety Code Section 34176.1 requires successor housing entities to prepare an annual report detailing compliance with new expenditure limitations and other information ("Housing Successor Compliance Report" or "SB 341 Report"), including:

- Amounts deposited into the LMIHAF;
- Statement of the balance of the LMIHAF;
- Description of expenditures by category;
- Statutory value of real property;
- Description of transfers;
- Description of projects that receive funding through the Successor Agency's Recognized Obligation Payment Schedule (ROPS);
- Status of properties pursuant to a five-year disposition period;
- Update on inclusionary and replacement housing obligations;
- Compliance with five-year expenditure obligations;
- Percentage of senior deed-restricted units; and
- Amount of excess surplus.

Additionally, the report must include an inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants, restrictions, or an adopted program that protects the former redevelopment agency's investment of LMIHAF moneys.

Authority staff is in the process of auditing its financials and other information. The Housing Successor Compliance Report for the 2021-22 Fiscal Year will be prepared under separate cover for submission to HCD by the end of 2022.

APPENDIX 4: 2024 LOS ANGELES COUNTY MAXIMUM RENTAL HOUSING COST LIMITS

			Acutely Low-Income		Extremely Low-Income		Very Low-Income		Low-Income			Moderate-Income		
Median Income	Number of Persons	Bedrooms	Qualifying Income Limit	Max. Rent *30% X 15%*	Qualifying Income Limit	Max. Rent *30% X 30%*	Qualifying Income Limit	Max. Rent *30% X 50%*	Qualifying Income Limit	Maximum Rent Range *30% X 60%*	*30% X 80%*	Qualifying Income Limit	Maximum Rent Range *30% X 110%*	*30% X 120%*
	H&S Code 50052.5 (h)		*H&S Code 50053.(b)(1)*		*H&S Code 50053.(b)(2)*		*H&S Code 50053.(b)(3)*		*H&S Code 50053.(b)(4)*			*H&S Code 50053.(b)(5)*		
$68,750	One	Studio	$10,350	$258	$29,150	$516	$48,550	$859	$77,700	$1,031	$1,943	$82,500	$1,891	$2,063
$78,550	Two	One	$11,800	$295	$33,300	$589	$55,450	$982	$88,800	$1,178	$2,220	$94,300	$2,160	$2,358
$88,400	Three	Two	$13,300	$332	$37,450	$663	$62,400	$1,105	$99,900	$1,326	$2,498	$106,050	$2,431	$2,651
$98,200	Four	Three	$14,750	$368	$41,600	$737	$69,350	$1,228	$110,950	$1,473	$2,774	$117,850	$2,701	$2,946
$106,050	Five	Four	$15,950	$398	$44,950	$795	$74,900	$1,326	$119,850	$1,591	$2,996	$127,300	$2,916	$3,183
$113,900	Six	Five	$17,100	$427	$48,300	$854	$80,450	$1,424	$128,750	$1,709	$3,219	$136,700	$3,132	$3,418
$121,750	Seven	Six	$18,300	$457	$51,600	$913	$86,000	$1,522	$137,600	$1,826	$3,440	$146,150	$3,348	$3,654
$129,600	Eight	Seven	$19,450	$486	$54,950	$972	$91,550	$1,620	$146,500	$1,944	$3,663	$155,550	$3,564	$3,889

Item #35.A.

City of
IRWINDALE
AGENDA REPORT

Date: October 9, 2024

To: Honorable Chair and Members of the Housing Authority Board

From: Julian A. Miranda, Executive Director

Issue: Global Subordination Policy

City Manager's Recommendation:

That the Housing Authority discuss the global subordination policy and provide direction to staff.

Administrative Action:

Submitted / Prepared by:

F. Lopez

Fernando Lopez, Housing Coordinator

Approved by:

Julian A. Miranda

Julian A. Miranda, Executive Director

Background and Analysis:

This matter has been placed on the agenda at the request of Chair Ambriz. Attached is a copy of the global subordination policy for review and discussion.

Fiscal Impact:

None

Attachments:

1. Global Subordination Policy

HA Item 1H

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Chair and Members of the Housing Authority Board

From: Adrian R. Guerra, Board Counsel

Issue: Global Subordination Policy

Executive Director's Recommendation:

1. Consider adoption of Global Subordination Policy; and
2. Receive and file Instructions for Staff to Process Global Subordination Policy.

Prepared and Submitted by:

Robert J. Lee, Assistant Authority Counsel — Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel — Electronically Approved

Jeanette Duran, Interim Finance Director / City Treasurer — Duran

Approved by:

William K. Tam, Executive Director

BACKGROUND AND ANALYSIS:

Currently, there is no existing subordination policy that has been adopted by the Irwindale Housing Authority ("Authority") Board with regards to the Authority's various housing programs. Instead, guidelines exist for individual programs that guide how each subordination request is to be treated.

On October 22, 2020, the Board considered the Authority's current subordination practices and directed staff to prepare a global Subordination Policy that applies to all housing programs.

Attached to this report is a draft proposed global Subordination Policy ("Policy") which is intended to standardize the manner in which subordination requests are submitted and approved by the Authority for all Authority housing programs. It is proposed that the Authority Board shall approve or deny all subordination requests.

Some highlights of the proposed Policy are noted below:

- For refinances, approval of the subordination request must result in borrower's monthly financial housing obligations being decreased. For example, the refinance must involve a lower interest rate or a conversion from an adjustable or short-term fixed rate loan to a fully-fixed rate loan, resulting in a lower monthly mortgage payment;

- A fair market appraisal of the property is obtained by the lender except as expressly provided elsewhere in the Policy. The cost of the appraisal will be paid by the property owner;

- All debt on the property must not exceed 80% of the property value;

- The property owner must provide Authority staff all the applicable documentation listed in the Subordination Requirements Checklist attached as Exhibit "A" to the Policy; and

- All subordination requests are to be approved by the Board.

For the Home Improvement Program only, if the property owner has sufficient equity in the property to provide a total loan-to-value ratio on the property that is less than 60%, so long as the other requirements are met, serious consideration is to be given in favor of approving a request for subordination to a new loan that will allow the owner to access his/her equity in an amount that will maintain the 60% loan-to-value ratio. This is different from the program guidelines which requires the Authority to approve the subordination request.

With regards to cash-outs, in keeping with Board comments provided during the October 22, 2020 meeting, the Policy provides that cash-out requests for refinances will be addressed on a case-by-case basis; however, it should be noted that old language from

the various guidelines that allows cash-outs to pay medical bills was removed from the Policy. The Policy does contain one component not currently considered by the guidelines which is that any approved subordination must result in the monthly financial housing obligations being decreased.

Finally, instructions for staff to implement the Policy are attached to this agenda report for the Board to take note of as a receive and file item.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

1. Subordination Policy
2. Instructions for Staff to Process Subordination Policy

SUBORDINATION POLICY

Effective December 8, 2021

Purpose and Applicability:

This Subordination Policy ("Policy") is intended to standardize the manner in which subordination requests are submitted and approved by the Irwindale Housing Authority ("Authority") for all Authority housing programs. The Authority Board shall approve or deny all subordination requests.

Effects of Subordination:

Subordination occurs where one creditor voluntarily agrees to become ranked behind another creditor in priority for purposes of collecting repayment from a debtor, and it is effectuated via a subordination agreement. The priority of debts is significant when a debtor defaults on payments or declares bankruptcy, as the party subordinating its debt will only collect on a debt owed when and if the obligation to the primary (or first lien) lender has been fully satisfied in the event of foreclosure and liquidation and only then to the extent there are monies left over. Therefore, when an affordable housing property owner seeks a refinance of its existing loan obtained from a private lender or seeks to take out a second mortgage, or alternatively, when a new affordable housing property owner acquires an affordable housing unit and takes out a new loan from a private lender, and the Authority is asked to subordinate its loan to any of these new loans, the Authority, if it agrees to subordinate, will be assuming the risk of not being repaid either partly or in full.

Requirements for Approving Subordinations:

Loans given by the Authority to an affordable housing property owner secured by a trust deed shall not be subordinated to any loan due to refinancing or for any other reason, except that the Authority may consider subordinating its position when all of the following requirements are satisfied:

- ***For refinances, approval of the subordination request will result in borrower's monthly financial housing obligations being decreased. For example, the refinance must involve a lower interest rate or a conversion from an adjustable or short-term fixed rate loan to a fully-fixed rate loan, resulting in a lower monthly mortgage payment;***
- A fair market appraisal of the property is obtained by the lender except as expressly provided elsewhere in this Policy. The cost of the appraisal will be paid by the property owner;
- When an appraisal is required, a copy of the appraisal mut be submitted to the Authority for its review;

- All debt on the property must not exceed 80% of the property value;

- The property owner does not receive cash out of the new loan unless the owner can prove that the cash will be used only to cure an emergency situation pertaining to the condition of the property ~~or will be used for medical reasons~~, which is verified by the Authority. The cash out of the refinancing may not be used to consolidate existing household or credit card bills; and

- The property owner must provide Authority staff all the applicable documentation listed in the Subordination Requirements Checklist attached as Exhibit "A" to this Policy.

For the Home Improvement Program Only:

- If the property owner has sufficient equity in the property to provide a total loan-to-value ratio on the property that is less than 60%, so long as the above-referenced requirements are met, serious consideration is to be given in favor of approving a request for subordination to a new loan that will allow the owner to access his/her equity in an amount that will maintain the 60% loan-to-value ratio.

Cashing out on a refinance means borrower receiving a new loan in an amount exceeding the pay-off balance due under the current balance of the loan being refinanced plus customary and reasonable loan closing costs and expenses such as lender points and fees, title, escrow and recording charges. Any cash out prohibition or limitation in connection with any subordination to refinancing helps ensure sufficient equity is maintained in the home in the event of foreclosure of the new loan where the Authority is left to seek repayment of its loan only once the prior lien is satisfied.

Additionally, there are times when an appraisal may not be needed. For example, for certain Fannie Mae loans, Fannie Mae does not require appraisals and instead relies on comparable sales data in connection with refinance approvals.

EXHIBIT "A"

SUBORDINATION REQUIREMENTS CHECKLIST

IRWINDALE

Subordination Requirements

- ☐ 1. Signed Authorization to Disclose Information.
- ☐ 2. Evidence of **VALID** home owner's insurance, showing the Irwindale Housing Authority as additional insured must be provided.
- ☐ 3. The request to Subordinate must be in writing from the property owner. The written request is to include:
    - i. Name of the property owner(s)
    - ii. Property address
    - iii. Current 1st Trust Deed terms (including but not limited to name of mortgage company, interest rate, payment history of property owner, total amount owed, etc...)
    - iv. A statement indicating that all debt on the property does not exceed 80% of the appraised value, prior to Refinancing.
    - v. Household Information: Annual Income, # of people in household, bedroom count for property.
    - vi. A statement indicating the purpose/reason for cash-out***, if applicable***.
- ☐ 4. New Loan - Uniform Residential Loan Application
- ☐ 5. New Loan - Uniform Underwriting and Transmittal Summary
- ☐ 6. New Loan – Loan Estimate
- ☐ 7. New Loan – Closing Disclosure
- ☐ 8. Demand for Payoff on all loans (other than Irwindale Community Redevelopment Agency/Irwindale Housing Authority Loan) on property.
- ☐ 9. Existing Loans – Promissory Note
- ☐ 10. Existing Loans – Demand for Payoff
- ☐ 11. A current appraisal report (dated within 30 days of the written request) is REQUIRED. The cost of the appraisal report will be the sole responsibility of the property owner.
- ☐ 12. Title Commitment
- ☐ ~~13. Cash-out Requests: The property owner must have sufficient equity in the property to provide a total loan-to-value ratio on the property that is less than 60% (including all outstanding loans against the property, outstanding balance of Authority Loan and proposed new loan).~~

Cash-out Requests require Irwindale Housing Authority Board Approval. The Board meets the 2nd and 4th Wednesday of every month. In order for the request to be placed on the Board agenda all of the required items listed above must be submitted, reviewed and approved by staff 10 days prior to the scheduled meeting. Failure to meet this deadline will delay the Board's consideration of this matter.

☐ 13. The Authority will consider on a case-by-case basis, requests for ~~additional~~ cash-out beyond that described above only if the owner can prove that the cash will be used only to cure an emergency situation pertaining to the condition of the property ~~or will be used for medical reasons~~, which is verified by the Agency. The cash out of the refinancing may not be used to consolidate existing household or credit card bills.

☐ 14. If the requirements under paragraphs 1 though ***12*** ~~9~~ above are met, the Authority may allow the property owner to refinance, with no cash out. If the requirements under paragraphs 1 through ***13*** ~~10~~ are met, the Authority may allow the property owner to refinance and take cash out.

Information should be addressed to the following:

Irwindale Housing Authority
Attn: Housing Department
5050 N Irwindale Avenue
Irwindale, CA 91706
Or e-mail to jjhernandez@IrwindaleCA.gov or msimpson@IrwindaleCA.gov
Questions: Call Jesus Hernandez (626) 430-2208 or Marilyn Simpson (626) 430-2209

HOUSING AUTHORITY

SUBORDINATION POLICY

INSTRUCTIONS FOR HOUSING AUTHORITY STAFF TO PROCESS SUBORDINATION REQUESTS

DATE: DECEMBER 8, 2021

The Irwindale Housing Authority Board adopted a Subordination Policy effective December 8, 2021 ("Policy"), implementing a standardized method in which subordination requests are submitted and approved by the Irwindale Housing Authority ("Authority") for all Authority housing programs.

Housing Authority staff are to take the following steps in connection with subordination requests:

1) Furnish a Subordination Requirements Checklist to all homeowners who seek to submit a Subordination Request;

2) Upon receipt of a written Subordination Request, as specified in the checklist, ensure all checklist items are collected;

3) Once a written Subordination Request has been received with a complete packet of checklist items, provide Authority Counsel a copy of the written Subordination Request and complete packet of checklist items.

HA Item 2A

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

City of
IRWINDALE
AGENDA REPORT

Date: October 22, 2020

To: Honorable Chair and Members of the Housing Authority Board

From: Adrian R. Guerra, Board Counsel

Issue: Subordination Policies and Practices Under Home Improvement Program

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Executive Director's Recommendation:

Consider Irwindale Housing Authority's Current Subordination Policies and Practices Under Home Improvement Program and Provide Direction to Prepare a Global Subordination Policy.

Administrative Action:

Prepared and Submitted by:

Adrian Guerra, Board Counsel — *Electronically Approved*

Reviewed by:

Theresa Olivares Assistant Executive Director
(626) 430-2294

Eva Carreon, Finance Director / City Treasurer
(626) 430-2221

Approved by:

William Tam, Executive Director

BACKGROUND AND ANALYSIS:

Currently, while there is no existing subordination policy that has been adopted by the Irwindale Housing Authority ("Authority") Board with regards to the Authority's various housing programs, two of the Authority's housing programs, including the Home Improvement Program ("HIP") which is largely the subject of this staff report, utilize program guidelines previously adopted by the Board and administered by staff whenever a property owner requests the Authority to subordinate its loan to another loan made through a refinance. Now, staff is requesting that the Board provide direction on a global subordination policy to be adopted at a future meeting, including who will be authorized to approve such subordinations and under what parameters.

Effects of Subordination:

Subordination occurs where one creditor voluntarily agrees to become ranked behind another creditor in priority for purposes of collecting repayment from a debtor, and it is effectuated via a subordination agreement. The priority of debts is significant when a debtor defaults on payments or declares bankruptcy, as the party subordinating its debt will only collect on a debt owed when and if the obligation to the primary (or first lien) lender has been fully satisfied in the event of foreclosure and liquidation and only then to the extent there are monies left over. Therefore, when an affordable housing property owner seeks a refinance of its existing loan obtained from a private lender and asks the Authority to subordinate its loan to that new loan, the Authority, if it agrees to subordinate, will be assuming the risk of not being repaid either partly or in full.

Current Home Improvement Program Guidelines on Subordinations to Refinances:

Currently, the HIP Guidelines provide that grants or loans given by the Authority to an affordable housing property owner will be secured by a trust deed and shall not be subordinated to any loan due to refinancing, except that the Authority may consider subordinating its position under the following conditions:

- A Fair Market appraisal of the property is obtained by the lender, the cost of which will be paid by the Property Owner;
- A copy of the appraisal is submitted to the Agency for its review;
- All debt on the property does not exceed 80% of the property value; and
- The Property Owner does not receive cash out of the new loan unless the owner can prove that the cash will be used only to cure an emergency situation pertaining to the condition of the property or will be used for medical reasons, which is verified by the Agency. The cash out of the refinancing may not be used to consolidate existing household or credit card bills.
- If the property owner has sufficient equity in the property to provide a total loan-to-value ratio on the property that is less than 60%, the Agency will subordinate to a

new loan that will allow the owner to access his/her equity in an amount that will maintain the 60% loan-to-value ratio.

Cashing out on a refinance means borrower receiving a new loan in an amount exceeding the pay-off balance due under the current balance of the loan being refinanced plus customary and reasonable loan closing costs and expenses such as lender points and fees, title, escrow and recording charges. Any cash out prohibition or limitation in connection with any subordination to refinancing helps ensure sufficient equity is maintained in the home in the event of foreclosure of the new loan where the Authority is left to seek repayment of its loan only once the prior lien is satisfied.

Depending on the amount of the cash out, the funds cashed out may result in the reduction of the Authority's portion of equity in the home. If those funds are then used for purposes other than improving the affordable home (which would serve a public benefit), an argument can be made that this may create a gift of public funds issue. For this reason among others, Board Counsel is recommending that the Board consider changes to the cash out policy.

Direction on Future Policy:

The Board could elect to continue the current HIP subordination practice described above; however, careful review of the current guidelines reveals a couple of issues. First, it requires a fair market appraisal of the property; while this requirement under normal circumstances is appropriate, there are times when an appraisal may not be needed. For example, for certain Fannie Mae loans, Fannie Mae does not require appraisals and instead relies on comparable sales data in connection with refinance approvals. Accordingly, it would be beneficial if some flexibility were built into the policy to accommodate such situations. Also, in the event there is sufficient equity in the property to provide a total loan-to-value ratio on the property that is less than 60%, it appears the Authority is required to subordinate to a new loan that will allow the owners to access their equity in an amount that will maintain the 60% loan-to-value ratio ("Agency will subordinate to a new loan..."). Needless to say, to be locked into such a requirement without the ability to exercise discretion is not beneficial to the Authority. Finally, the current guidelines do not specify who possesses the authority to approve subordinations.

As a result, staff is seeking the Board's direction on adoption of a global policy with parameters that will supplement the existing guidelines (applying to all Authority's affordable housing programs) concerning when and how the Authority may approve subordinations to refinances, and who possesses the authority to approve subordinations. By way of example only, for the HIP where the home is usually already encumbered by a privately funded purchase money mortgage by the time the Authority is approached by the property owner for additional loans under the program, one option could be that when the Authority is asked to subordinate its loan to the new loan in a refinance, whatever loan-to-value ratio that existed at the point in time the Authority approved the loan be maintained as part of the Authority's approval of the refinance and consent to subordinate. So, if the total loan-to-value ratio was 80% when Authority approved the loan, any approval to subordinate to a new loan in a refinancing would mean that even in the event

cash out were to be permitted by the Authority, the total loan-to-value ratio after the refinance would remain at 80% or less. This way, the equity in the property would be preserved and the Authority would not take on the burden of additional risk from a decrease in equity, and possibly also mitigate against any gift of public funds argument. Having said this, it would be staff's recommendation that cash outs not be permitted at all in order to maximize the Authority's position to get repaid in full.

As a summary, below is a list of the possible options the Board may consider for a global subordination policy:

1. Maintain the equity that existed when the Authority first approved the loan;
2. No cash outs; and
3. No changes to the existing Guidelines.

Additionally, as part of any new policy (or if the Board elects not to adopt a global policy then perhaps as part of modified Guidelines), staff recommends inclusion of a requirement that any refinances where the Authority will approve subordinations will result in borrower's monthly financial housing obligations being decreased. For example, a requirement that the refinance must involve a lower interest rate or must involve a conversion from an adjustable or short-term fixed rate loan to a fully-fixed rate loan, netting a lower monthly mortgage payment, could be added. Another recommendation for a newly adopted policy is for staff to request and obtain from borrower copies of the existing and proposed promissory notes, estimated borrower's settlement charges and title report to verify compliance with all Authority requirements. Other staff recommendations would be provided at a later time.

FISCAL IMPACT:
No fiscal impact.