

CITY OF IRWINDALE

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



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

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

April 23, 2025

SPECIAL MEETING – 5:30 P.M.

REGULAR MEETING – 6:00 PM

LARRY G. BURROLA - Mayor

H. MANUEL ORTIZ - Mayor Pro Tem

ALBERT F. AMBRIZ - Councilmember

MARK A. BRECEDA - Councilmember

MANUEL R. GARCIA - Councilmember

Via Zoom Webinar: <https://us02web.zoom.us/j/87104592389>

In the event that a Zoom broadcast is unavailable, staff will promptly notify the public through its social media platforms. The public meeting will proceed in accordance with The Brown Act.

Listen Over Phone: 1-669-900-6833; Webinar ID: 871-0459-2389

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

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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



SPECIAL MEETING

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

Pursuant to Gov. Code Section 54956.95

Claimant: Do Hyung Kim

Agency claimed against: City of Irwindale

Claimant: Rudy Campos

Agency claimed against: City of Irwindale

B. Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

Property: 16336 Arrow Highway

Agency Negotiator: Julian A. Miranda, City Manager

Negotiating Parties: Granger, Lanette Trust; Lanette Granger

Under Negotiation: Price and terms of payment

**City Item*

C. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant Exposure to Litigation

[Pursuant to Government Code sections 54954.5(c), 54956.9 (d)(3), (e)(1)]

Based on existing facts and circumstances, this closed session is only to decide whether a closed session is authorized pursuant to Government Code section 54956.9(d)(2), which provides: "A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency." Facts and circumstances are those that might result in litigation against the local agency but which the local agency

believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

Number of cases: 1

***Agenda amended on April 22, 2025 at 11:15 a.m. to add Item 5C**

- 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: Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia; Mayor Pro Tem H. Manuel Ortiz; Mayor Larry G. Burrola
- 13. AB 2449 DISCLOSURES
Remote participation by a member of the legislative body for just cause or emergency circumstances
- 14. CHANGES TO THE AGENDA
- 15. COUNCIL MEMBER TRAVEL REPORTS
- 16. COUNCILMEMBER COMMENTS
- 17. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS
- 18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS
 - A. Proclamation - Public Service Recognition Week
 - B. Proclamation - Teacher Appreciation Week
- 19. CONSENT CALENDAR
 - A. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve.

B. Claim Rejection and Return - Rudy Campos

Department: City Clerk

Recommendation: (1) Reject the claim losses which have arisen since September 12, 2024; (2) deem that claim losses which have arisen between March 12, 2024, and September 11, 2024, may be considered for an application for late consideration ; and (3) return all other claim losses which have arisen prior to March 12, 2024.

C. Acquisition of 16249 Arrow Highway, Irwindale CA

Department: Administration

Recommendation: Authorize the acquisition of 16249 Arrow Highway, Irwindale CA.

D. Investment Quarterly Report for Fiscal Quarter Ending March 31, 2025

Department: Finance

Recommendation: That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending March 31, 2025.

E. Fee Waiver for the Irwindale Chamber of Commerce E-Waste Recycling Event

Department: Community Development

Recommendation: **Adopt Resolution No. 2025-35-3623** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE SPECIAL EVENT APPLICATION FEE WAIVER FOR THE IRWINDALE CHAMBER OF COMMERCE E-WASTE RECYCLING EVENT ON APRIL 26-27, 2025".

F. Appropriation of Supplemental Law Enforcement Services Funds for the Citizens' Option for Public Safety (COPS) Program

Department: Police

Recommendation: Adopt **Resolution No. 2025-34-3622** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING REVENUES, INTEREST, AND AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$202,613.97 FOR FISCAL YEAR 2024-25 OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZENS' OPTION PUBLIC SAFETY (COPS) PROGRAM."

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. Resolution of Intention to Approve an Amendment to the Contract Between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Irwindale; and Introduction (First Reading) of An Ordinance Authorizing an Amendment to the Contract Between the City Council of the City of Irwindale and the Board of Administration of the California Employees' Retirement System

Department: Human Resources

Recommendation: (1) **Adopt Resolution No. 2025-33-3621** titled, "A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF IRWINDALE"; and (2) **Introduce by title only and waive further reading of Ordinance No. 794**, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING AN

AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM."

B. BESS Urgency Ordinance No. 793

Department: Community Development

Recommendation: Direct the City Attorney to read the title of the ordinance, waive further reading of the ordinance, and **adopt the ordinance as an urgency measure by a roll call vote with a minimum 4/5 vote for Urgency Ordinance No. 793**, entitled "AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING SECTIONS 17.56.020 ("USES REQUIRING A CONDITIONAL USE PERMIT") AND 17.56.025 ("USES REQUIRING A DEVELOPMENT AGREEMENT") OF CHAPTER 17.56 ("M-2 HEAVY MANUFACTURING ZONE") AND ADOPTING CHAPTER 17.140 ("BATTERY ENERGY STORAGE SYSTEMS") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE REGULATING BATTERY ENERGY STORAGE SYSTEMS IN M-2 ZONES AND FINDING THE URGENCY ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT" The ordinance is exempt from the California Environmental Quality Act, Pursuant to State CEQA Guidelines Section 15061(B)(3).

C. Fees & Charges for Irwindale Recreation

Department: Public Services

Recommendation: Discuss the fees and charges for Irwindale Recreation services, programs, classes, and activities for non-residents and provide staff with direction.

D. Introduction and First Reading of Ordinance No.760 to Amend Irwindale Municipal Code Chapter 8.16 to Impose Penalties for Fireworks Violations

Department: City Attorney

Recommendation: Direct the City Attorney to read by title only, waive reading of, and introduce "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING CHAPTER 8.16 ("FIREWORKS") OF TITLE 8 ("HEALTH & SAFETY") OF THE IRWINDALE MUNICIPAL CODE TO IMPOSE PENALTIES FOR FIREWORKS VIOLATIONS AND PROVIDE OTHER ADMINISTRATIVE CHANGES FOR THE REGULATION OF FIREWORKS."

E. San Gabriel Valley Council of Governments Homelessness Committee Delegate

Department: Administration

Recommendation: Appoint a City Council member to the SGVCOG Homeless Committee; Appoint a City staff member to the SGVCOG Homeless Committee; or provide other direction to staff.

22. PUBLIC HEARINGS

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

23. CITY MANAGER'S REPORT

24. REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

If a City Council Member is interested in a task or project, the City Council Member shall request that the item be agendized in this section.

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. Investment Quarterly Report for Fiscal Quarter Ending March 31, 2025

Department: Finance

Recommendation: That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending March 31, 2025.

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. Investment Quarterly Report for Fiscal Quarter Ending March 31, 2025

Department: Finance

Recommendation: That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending March 31, 2025.

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.

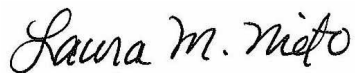
36. PUBLIC HEARINGS

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 April 23, 2025, be posted at the City Hall, Library, and Post Office on **April 17, 2025**.



Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: stapia
Printed: 4/15/2025 3:12 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
104554	CALIFO56	California State Disbursement Unit	04/03/2025	604.15
104555	CALIFO57	California State Disbursement Unit	04/03/2025	143.07
104556	LOSANG31	Los Angeles County Sheriff's Dept.	04/03/2025	104.77
104557	AMAZON1	Amazon Capital Services, Inc.	04/03/2025	1,604.97
104558	AMERIFID	American Fidelity Assurance	04/03/2025	10,522.88
104559	AZUSALW	Azusa Light & Water	04/03/2025	510.60
104560	MIJACA	Balcon Holdings, Inc.	04/03/2025	46.00
104561	BELTRA	Eloise Beltran	04/03/2025	100.00
104562	BLUE01	Blue Diamond Materials	04/03/2025	285.77
104563	CARDEN01	Rudy Cardenas	04/03/2025	150.00
104564	GALLARDC	Claudia Carlos	04/03/2025	1,000.00
104565	CASAS01	Jose Casas	04/03/2025	208.99
104566	CHARTE01	Charter Communications	04/03/2025	498.93
104567	ESPI11	Victoria M. Espino	04/03/2025	180.00
104568	EVANS02	Gloria Evans	04/03/2025	300.00
104569	FLORE01	Karla Flores	04/03/2025	630.00
104570	FORV01	Forvis Mazars, LLP	04/03/2025	2,520.00
104571	IRWIND23	Irwindale Business Center	04/03/2025	842.47
104572	LOPEZJ01	Jade Lopez	04/03/2025	490.89
104573	MAREZL	Linda S. Marez	04/03/2025	300.00
104574	MIRAND25	Blanche V. Miranda	04/03/2025	910.00
104575	OPTUM01	OptumRx, Inc.	04/03/2025	43,809.88
104576	RODR24	Mariana Rodriguez	04/03/2025	300.00
104577	RUVA10	Maria Ruvalcaba	04/03/2025	10.00
104578	SCFUELS	SC Fuels	04/03/2025	5,945.78
104579	SCHOCK01	Susan Schock	04/03/2025	240.00
104580	GASCOM	SoCalGas	04/03/2025	2,102.08
104581	SCE02	Southern California Edison	04/03/2025	38,295.54
104582	TAPIA11	Sylvia Tapia	04/03/2025	1,000.00
104583	THEL01	The Little Zoo	04/03/2025	550.00
104584	UNITED11	United Site Services of CA Inc	04/03/2025	273.00
104585	VALLEY01	Valley County Water District	04/03/2025	2,828.27
104586	VISION01	Vision Service Plan - (CA)	04/03/2025	4,115.20
104587	WAGONER	Pamela Wagoner	04/03/2025	700.00
104588	ALLIAN02	Alliant Insurance Svcs, Inc.- Irvine Main	04/10/2025	5,532.00
104589	AMAZON1	Amazon Capital Services, Inc.	04/10/2025	46.30
104590	ATHENS	Athens Services	04/10/2025	6,049.43
104591	AZBUS01	A-Z Bus Sales	04/10/2025	669.02
104592	B&BTIR	B & B Tires Service	04/10/2025	275.00
104593	BAKER01	Baker & Taylor Books	04/10/2025	22.17
104594	MIJACA	Balcon Holdings, Inc.	04/10/2025	184.00
104595	BLUE03	Blue Star Pools Inc	04/10/2025	223,043.78
104596	CALI12	California Consulting Inc.	04/10/2025	4,700.00
104597	CCP10	Canyon City Plumber CCP Incorporated	04/10/2025	1,600.00
104598	CHICO05	Robert Chico	04/10/2025	75.00
104599	CINTAS	Cintas Corporation #693	04/10/2025	588.56
104600	CONCE01	Concentra	04/10/2025	48.00

104601 CORNEJOD	Diego Cornejo	04/10/2025	186.11
104602 COSTA01	Costar Realty Information, Inc.	04/10/2025	877.80
104603 LOSANG33	County of Los Angeles	04/10/2025	12,562.94
104604 DELONG	Delong Unlimited	04/10/2025	2,633.87
104605 DOGWAS01	Dog Waste Depot	04/10/2025	525.57
104606 FEDEX	FedEx	04/10/2025	53.69
104607 SOUTHE17	Golden State Water Company	04/10/2025	1,984.15
104608 GOMEZG	Greg Gomez	04/10/2025	132.12
104609 HDL01	Hdl Software, LLC	04/10/2025	34.56
104610 LANDSC	Landscape Warehouse III Inc.	04/10/2025	163.22
104611 LEWISE	Lewis Engraving, Inc.	04/10/2025	17.64
104612 LEXI01	Lexipol, LLC	04/10/2025	56.00
104613 LIEBERT	Liebert Cassidy Whitmore	04/10/2025	90.00
104614 COUNTYCL	Los Angeles Registrar-Recorder	04/10/2025	75.00
104615 MADIA01	Madia Tech Launch, Inc.	04/10/2025	300.00
104616 MAINTe01	Maintex	04/10/2025	76.91
104617 MIDAS	Manuel C Muratalla	04/10/2025	370.38
104618 MARXBR	Marx Bros Fire Extinguisher Co	04/10/2025	459.41
104619 OFFICE03	ODP Business Solutions, LLC	04/10/2025	1,036.02
104620 OROSCON	Natalie Orosco	04/10/2025	75.00
104621 OSTERH01	Delfina Osterheim	04/10/2025	361.74
104622 PETTYC02	City of Irwindale-Rec Petty Cash	04/10/2025	327.41
104623 PONCE04	Delicia Ponce	04/10/2025	60.33
104624 PROPRINT	Pro Printing, Inc.	04/10/2025	2,702.69
104625 RODA02	Irma Rodarte	04/10/2025	5.00
104626 RODR10	Darlene Rodriguez	04/10/2025	300.00
104627 RODRIG04	Elizabeth Rodriguez	04/10/2025	361.61
104628 RODRIG14	Pedro Rodriguez	04/10/2025	405.26
104629 ROJASA	Alicia Rojas	04/10/2025	75.00
104630 SANCH01	Jaycon Sanchez	04/10/2025	565.42
104631 SHARP02	Sharpline Solutions, Inc.	04/10/2025	754.11
104632 STERIC01	Stericycle, Inc.	04/10/2025	105.12
104633 SUNBEL02	Sunbelt Rentals	04/10/2025	356.18
104634 SWANA	SWANA	04/10/2025	285.00
104635 TERRA01	Terra Realty Advisors, Inc	04/10/2025	3,267.22
104636 VALLEY01	Valley County Water District	04/10/2025	9,300.53
104637 VDM01	Van Dermeyden Makus	04/10/2025	17,768.46
104638 YTIRES	Y Tire Sales	04/10/2025	660.93
104639 ALESHIRE	Aleshire & Wynder, LLP	04/10/2025	64,265.50
104640 ALESHIRE	Aleshire & Wynder, LLP	04/10/2025	50,779.50
104641 BRAVO01	Jesus Bravo	04/10/2025	56.00
104642 CONCE01	Concentra	04/10/2025	61.00
104643 GAMEZ01	Pablo Gamez	04/10/2025	359.70
104644 PSYCHO01	Psychological Consulting Associates, Inc	04/10/2025	462.00
104645 ATTLIB	AT&T ATTN: CWO	04/15/2025	500.00
104646 SOGASLIB	Southern California Gas Company	04/15/2025	3,536.54
104647 BARNEY	Barney's Locksmith Service	04/17/2025	65.34
104648 ALLCI01	All City Management Services, Inc	04/17/2025	1,086.30
104649 B&BTIR	B & B Tires Service	04/17/2025	50.00
104650 BAKER01	Baker & Taylor Books	04/17/2025	76.79
104651 BAKER10	Bakers Man Production	04/17/2025	5,850.00
104652 BRITEW	BriteWorks, Inc.	04/17/2025	12,847.12
104653 CACE	California Association of	04/17/2025	49.00
104654 SANGAB11	California Newspapers Partnership	04/17/2025	1,279.20
104655 Cat Spec	Cat Specialities Inc	04/17/2025	179.27
104656 CCP10	Canyon City Plumber CCP Incorporated	04/17/2025	250.00
104657 CINTAS	Cintas Corporation #693	04/17/2025	156.56

104658	CONST01	Construcx Consultants LLC	04/17/2025	3,413.68
104659	CWE01	CWE	04/17/2025	15,478.10
104660	DIVISI01	Division of the State Architect	04/17/2025	98.00
104661	EPACT01	ePACT Network Ltd.	04/17/2025	2,100.00
104662	FCG01	FCG Consultants Inc.	04/17/2025	3,283.72
104663	FEDEX	FedEx	04/17/2025	33.09
104664	GEOLOG	Geologic Associates	04/17/2025	508.00
104665	INTER01	Interwest Consulting Group	04/17/2025	2,032.50
104666	IRWIND21	Irwindale Hand Wash & Auto Detail	04/17/2025	1,137.64
104667	LANDSC	Landscape Warehouse III Inc.	04/17/2025	548.00
104668	MIDAS	Manuel C Muratalla	04/17/2025	2,104.20
104669	MOUNT01	MNRO Holdings, LLC	04/17/2025	262.86
104670	NAN01	Nancy K Bohl Inc	04/17/2025	4,166.00
104671	OFFICE03	ODP Business Solutions, LLC	04/17/2025	139.22
104672	PEER01	Peerless Network, Inc	04/17/2025	1,393.29
104673	PURCHA	Purchase Power	04/17/2025	2,341.99
104674	SCFUELS	SC Fuels	04/17/2025	6,168.67
104675	SIERRA11	Sierra Monrovia Chevrolet, LLC	04/17/2025	136.28
104676	SMART&	Smart & Final	04/17/2025	1,918.30
104677	SUBOH01	Subodh Thatte (Sam Thatte)	04/17/2025	9,450.00
104678	SUNBEL02	Sunbelt Rentals	04/17/2025	306.91
104679	TEDJOH	Ted Johnson Propane	04/17/2025	279.86
104680	TUTOR01	Tutor.com	04/17/2025	2,000.00
104681	verizonw	Verizon Wireless	04/17/2025	7,842.27
104682	WESTER02	Western Supreme Rooter, Inc.	04/17/2025	8,557.21

Report Total (129 checks):	641,938.51
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City of
IRWINDALE
AGENDA REPORT

Date: April 23, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Claim Rejection and Return - Rudy Campos

City Manager's Recommendation:

(1) Reject the claim losses which have arisen since September 12, 2024; (2) deem that claim losses which have arisen between March 12, 2024, and September 11, 2024, may be considered for an application for late consideration ; and (3) return all other claim losses which have arisen prior to March 12, 2024.

Administrative Action:

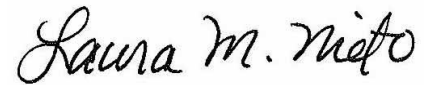
Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk



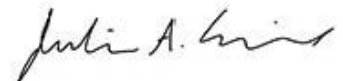
Reviewed by:

Adrian R. Guerra, City Attorney



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On March 12, 2025, the City received a claim for damages from claimant Rudy Campos. Claimant Campos alleges actions taken against him, including the fabrication of complaints, initiation of unwarranted IA investigations, exclusion from career opportunities, and ultimate termination, were acts of retaliation in violation of Labor Code Section 1102.5. He alleges that these actions have caused substantial economic damages, including lost wages, benefits, and pension opportunities, as well as damages to his person, reputation, and health.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended a claim return as follows:

- (1) Claim losses which have arisen since September 12, 2024, are recommended for rejection; and
- (2) Claim losses which have arisen between March 12, 2024, and September 11, 2024, may be considered for an application for late consideration; and
- (3) All other claim losses which have arisen prior to March 12, 2024, are considered returned, and no further action will be taken thereon, because the claim was not presented within one year of the accrual of the action.

Accordingly, staff is recommending that the City Council reject the portions of the claim referenced in Item 1 of the staff report; deem that claim losses referenced in Item 2 of the staff report may be considered for an application for late consideration; and return all other claims as referenced in Item 3 of the staff report, and direct staff to send the letter of rejection. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None

Attachments:

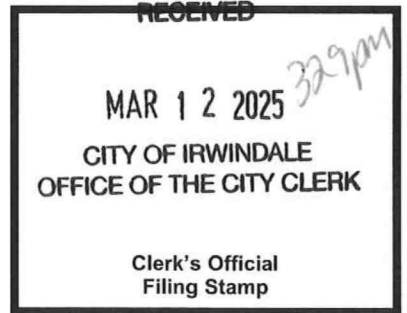
1. Claim - Rudy Campos
2. RETURN NOTICE



CITY OF IRWINDALE
**CLAIM FOR DAMAGES
TO PERSON OR PROPERTY**

INSTRUCTIONS

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



To: City of Irwindale		Claimant's Date of Birth
Name of Claimant Rudy Campos		Claimant's Occupation
Home Address of Claimant 10866 Wilshire Blvd., Suite 1100, Los Angeles, CA 90024		Home Telephone Number
Business Address of Claimant		Business Telephone Number 310-474-1582
Name and address to which you desire notices or communications to be sent regarding this claim: Attn: Vanessa Hernandez, Esq. 10866 Wilshire Blvd., Suite 1100 Los Angeles CA 90024		
When did DAMAGE or INJURY occur? Date: <u>09/26/2024</u> Time: _____ If claim is for Equitable Indemnity, give date claimant served with complaint: _____	Names of any City employees involved in INJURY or DAMAGE City of Irwindale Police Department City of Irwindale	
Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks: See Attachment 1 hereto.		
Describe in detail how the DAMAGE or INJURY occurred. See Attachment 1 hereto.		
Why do you claim the City of Irwindale is responsible? See Attachment 1 hereto.		
What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed. See Attachment 1 hereto.		

Claimant's Name: Rudy Campos		
State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation. No less than \$1,000,000		
Give estimated amount of future losses due to INJURY or DAMAGE: No less than \$1,000,000		
Was damage and/or injury investigated by the police? _____ If yes, what City? _____ Were paramedics or ambulance called? _____ If yes, name City or ambulance _____ If injured, give name and address of your doctor and the date and time of your first visit:		
Doctors and Hospitals:		
Doctor _____	Address _____	Date Hospitalized _____
Hospital _____	Address _____	Date Hospitalized _____
Hospital _____	Address _____	Date Hospitalized _____
Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:		
Name _____	City of Irwindale _____	Address _____ Phone _____
Name _____	City of Irwindale Police Department _____	Address _____ Phone _____

READ CAREFULLY

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

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

Indicate North

Signature of Claimant (if other than claimant, indicate relationship) 	Typed Name Vanessa N. Hernandez	Date 3/12/25
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Note: Claims must be filed with the City Clerk. **Presentation of a false claim is a felony (Penal Code Section 72)**

ATTACHMENT 1

McNICHOLAS & McNICHOLAS, LLP
Matthew S. McNicholas, State Bar No. 190249
Douglas D. Winter, State Bar No. 150795
Loren Nizinski, State Bar No. 144345
Vanessa N. Hernandez, State Bar No. 352002
10866 Wilshire Blvd., Suite 1400
Los Angeles, California 90024
Tel: (310) 474-1582
Fax: (310) 475-7871

Attorneys for Claimant
RUDY CAMPOS

GOVERNMENT CLAIM

RUDY CAMPOS,

Claimant,

vs.

CITY OF IRWINDALE, a government entity;
IRWINDALE POLICE DEPARTMENT, a
government entity; IRWINDALE POLICE
DEPARTMENT COMMAND STAFF
(whose names are currently unknown); and
DOES 1 through 100, Inclusive,

Respondents.

CASE NO.

GOVERNMENT CLAIM

TO RESPONDENTS, CITY OF IRWINDALE, a government entity; IRWINDALE
POLICE DEPARTMENT, a government entity; IRWINDALE POLICE DEPARTMENT
COMMAND STAFF (whose names are currently unknown); and DOES 1 through 100, inclusive
(collectively, "Respondents"):

PLEASE TAKE NOTICE that Rudy Campos, by and through his attorneys, hereby submits
this government claim to the Respondents herein, based on information and belief.

1. The name of the claimant:

1 Rudy Campos

- 2 2. Post office address to which person(s) presenting the claimant desires all notices and
3 communication to be sent:

4 McNICHOLAS & McNICHOLAS LLP

5 Matthew S. McNicholas, Esq.

6 Douglas D. Winter, Esq.

7 Vanessa N. Hernandez, Esq.

8 10866 Wilshire Boulevard, Suite 1400

9 Los Angeles, California 90024-4338

- 10 3. Date, Place & Circumstances Surrounding the Claim:

11 At all times relevant to this claim, Claimant Rudy Campos was a Police Officer employed
12 by the City of Irwindale ("City") and assigned to the Irwindale Police Department ("Department").
13 Claimant was highly qualified for his position by reason of his extensive education, training, and
14 more than 27 years of law enforcement experience. A decorated officer, Claimant had an
15 unblemished record and had never been accused of any serious misconduct prior to the events
16 giving rise to this claim. Throughout his career, Claimant earned numerous commendations,
17 including local, state, and federal recognition for his contributions to public safety.

18 On an ongoing and continuing basis beginning in or around August 2022, and continuing to
19 the present, Claimant, has been subjected to retaliation under Labor Code § 1102.5. Section 1102.5
20 provides that an employer, or any person acting on behalf of the employer, shall not retaliate
21 against an employee for disclosing information, or because the employer believes that the
22 employee disclosed or may disclose information, to a government or law enforcement agency, to a
23 person with authority over the employee or another employee who has the authority to investigate,
24 discover, or correct the violation or noncompliance, or for providing information to, or testifying
25 before, any public body conducting an investigation, hearing, or inquiry, if the employee has
26 reasonable cause to believe that the information discloses a violation of state or federal statute, or a
27 violation of or noncompliance with a local, state, or federal rule or regulation, regardless of
28 whether disclosing the information is part of the employee's job duties. Section 1102.5 further

1 provides that an employer, or any person acting on behalf of the employer, shall not retaliate
2 against an employee for refusing to participate in an activity that would result in a violation of state
3 or federal statute, or a violation of or noncompliance with a local, state, or federal rule or
4 regulation.

5 In July 2022, the City of Irwindale appointed Interim-Chief Robert Castro to lead the
6 Irwindale Police Department. Shortly thereafter, Chief Castro invited officers to confidential one-
7 on-one meetings to discuss their concerns and share ideas for improving the Department. Trusting
8 this initiative would foster transparency and accountability, Claimant met with Chief Castro on
9 July 31, 2022.

10 During their nearly three-hour meeting, Claimant disclosed evidence of systemic
11 misconduct involving fraudulent timekeeping practices by high-ranking Department personnel.
12 Specifically, Claimant reported that Lieutenant Jose Vargas, Sergeant Michael Arias, Sergeant
13 Greg Gomez, and Administrative Secretary Yvonne Benner had engaged in falsification of
14 overtime and range duty records, billing for hours that were either not worked or improperly
15 inflated. These practices violated state laws prohibiting the misappropriation of public funds and
16 falsification of government records.

17 Claimant also expressed concern that Sergeant Michael Arias and others exploited their
18 positions of authority to manipulate overtime scheduling, disproportionately benefiting a small
19 group of favored employees, including Officer Joseph Hardy. Claimant reasonably believed these
20 actions constituted violations of state and local laws and represented a breach of public trust.

21 Chief Castro assured Claimant that his disclosure would remain confidential and promised
22 to investigate the allegations. However, this assurance was false. Within weeks, a pattern of
23 retaliatory actions emerged, designed to discredit Claimant, isolate him from his peers, and
24 ultimately remove him from the Department.

25 The first signs of retaliation surfaced within days of Campos's disclosure. On August 10,
26 2022, Campos was abruptly excluded from discussions related to a staffing concept he had
27 proposed and developed. This exclusion marked a clear departure from the collaborative
28 environment he had previously experienced within the Department and served as an early

1 indication that his protected disclosure had made him a target.

2 By mid-August, the retaliation escalated significantly. On August 18, 2022, a complaint
3 was filed against Campos by Kaitlyn Arias, the daughter of Sergeant Michael Arias, one of the
4 individuals implicated in the time fraud allegations. The complaint alleged misconduct on
5 Campos's part but lacked credibility and appeared to have been fabricated to justify initiating an
6 internal affairs (IA) investigation. This complaint marked the first of many retaliatory actions
7 designed to discredit Campos and undermine his standing within the Department.

8 In the weeks that followed, Interim-Chief Castro actively solicited additional complaints
9 against Campos. Officers and supervisors were pressured to cooperate with Castro's efforts to
10 isolate Campos, even when the underlying allegations lacked merit. For example, Officer Nick
11 Lopez, who had initially refused to file a complaint against Campos regarding a 2020 photograph
12 incident, later admitted that Castro had coerced him into signing a complaint memorandum.
13 Similarly, Sergeant Manny Campos, a longtime colleague and friend of Campos, was directed by
14 Castro to draft a memorandum accusing Campos of misconduct. Despite his reluctance, Sergeant
15 Campos complied under pressure, fearing the professional repercussions of defying Castro's
16 directives.

17 On November 9, 2022, Campos was placed on paid administrative leave without
18 explanation. He was required to surrender his badge, firearm, and other Department-issued
19 equipment and was barred from accessing Department facilities. This action, taken under the
20 pretense of protecting the City and the Department, was a clear act of retaliation designed to isolate
21 Campos and further damage his professional reputation.

22 While on administrative leave, Campos was systematically excluded from promotional and
23 special assignment opportunities within the Department. Between November 2022 and January
24 2023, numerous key positions were posted, including Tactical Team Operator, Narcotics Detective,
25 and Department Rangemaster. Campos, despite being highly qualified for these roles, was
26 deliberately excluded from consideration. Instead, these positions were filled by individuals who
27 had participated in the campaign to discredit him, further demonstrating the retaliatory nature of
28 the Department's actions.

1 The retaliation reached a critical point in December 2022.

2 In December 2022, Claimant attended his son's police academy graduation on December 7,
3 2022, wearing his Class-A uniform. This was a significant moment for Claimant and his family, as
4 his son was following in his footsteps to become a police officer. Prior to the event, Claimant
5 sought and received explicit written authorization from Administrative Secretary Yvonne Benner
6 to wear his uniform. Benner's authorization confirmed that wearing his Class-A uniform to this
7 family milestone did not violate any Department policy, even while Claimant was on
8 administrative leave.

9 Despite this, Department leadership later weaponized the incident against Claimant,
10 alleging that he had violated policy by attending the graduation in uniform. The Department falsely
11 claimed that Claimant's uniformed presence at the event undermined Department rules and
12 expectations for officers on administrative leave. This allegation was part of a broader pattern of
13 fabricated complaints aimed at discrediting Claimant. In fact there was no policy regarding
14 wearing Class-A uniforms while on administrative leave.

15 During the investigation into the graduation incident, significant procedural irregularities
16 emerged. Investigators deliberately misrepresented key facts, including the condition of Claimant's
17 firearm. The Department alleged that Claimant's firearm was fully operational during the event,
18 despite evidence showing that it had been rendered inoperable by removing critical components
19 such as the barrel and retention spring. Investigators also disregarded or omitted exculpatory
20 evidence, including testimony from witnesses who corroborated Claimant's account that he had
21 followed proper protocol by seeking prior approval.

22 witnesses who corroborated Claimant's account that he had followed proper protocol by
23 seeking prior approval.

24 The graduation incident became one of the primary allegations cited in the Department's
25 December 14, 2023, Notice of Intent to Terminate. This incident, though entirely fabricated as a
26 basis for discipline, was used as a pretext to justify Claimant's termination. The investigation's
27 reliance on misrepresented facts and its blatant omission of key evidence underscore the retaliatory
28 nature of the departments actions.

1 This targeted attack on Claimant's character and integrity exemplifies the Department's
2 pattern of using unfounded allegations to undermine his reputation and professional standing in
3 response to his disclosure of unlawful conduct within the Department.

4 Despite Campos's efforts to challenge these baseless allegations during multiple Skelly
5 hearings, Chief Chris Hofford finalized his termination on September 26, 2024.

6 The actions taken against Campos—including the fabrication of complaints, initiation of
7 unwarranted IA investigations, exclusion from career opportunities, and ultimate termination—
8 were clear acts of retaliation in violation of Labor Code § 1102.5. These actions caused significant
9 harm to Campos's career, reputation, and emotional well-being.

10 Campos has suffered substantial economic damages, including lost wages, benefits, and
11 pension opportunities. The emotional toll of being targeted by his employer for exposing
12 misconduct has been profound, affecting his mental health and personal life. The City's retaliatory
13 conduct represents a blatant violation of state law and underscores the need for accountability and
14 reform within the Irwindale Police Department.

15 Claimant has been retaliated against for reporting, disclosing, and/or opposing the unlawful
16 conduct alleged herein. The improper conduct was allowed, permitted, condoned, ratified, and
17 enabled by the City of Irwindale, the Irwindale Police Department, and other Department
18 supervisors and command staff. Claimant suffers and continues to suffer economic and non-
19 economic damages as a result of the continuous and consistent retaliation for reporting, disclosing,
20 and/or opposing the unlawful conduct alleged herein.

21 The Irwindale Police Department is a paramilitary organization and follows a chain of
22 command. Claimant believes that others not presently known to him from this chain of command
23 have been involved in the actions set forth herein, and the failures to prevent the actions set forth
24 herein, and will only be able to identify them through actual litigation discovery. The things
25 alleged herein have caused significant general and special damages, have caused damages to his
26 person, reputation, and health, have caused permanent and continuing damage to his career, career
27 path, and his future employment.

1 Claimant has suffered both general and special damages in the past and present and will
2 continue to suffer such damages in the future for an unknown period of time, in an amount not yet
3 determined, but well in excess of \$35,000. Claimant has also suffered and continues to suffer
4 losses in earnings and other employment benefits, as well as past and future non-economic injury.
5 This unlawful conduct by Respondents has caused damage to Claimant's professional reputation,
6 his ability to promote, his ability to be selected for other units, his ability to work in a proper and
7 lawful working environment and will cause him to have to take a different retirement path, has
8 caused him to lose overtime opportunities and pay, and will adversely affect his income and
9 pension, and other benefits. Moreover, it has adversely affected Claimant's personal health and
10 well-being, including medical expenses, that are anticipated into the future and may force an early
11 retirement. Claimant has also suffered extensive general damages in the form of emotional
12 distress. Claimant's damages are continuing, and in an amount not yet determined, but well in
13 excess of \$35,000.

14 Respondent's conduct was a violation of Claimant's rights under the Public Safety Officers
15 Procedural Bill of Rights Act, and California Labor Code § 1102.5. Respondent's wrongful
16 conduct is continuing and ongoing to present.

17 Witnesses include people from the Irwindale Police Department and the City of Irwindale
18 that are involved in the facts and circumstances of this claim, whose identities are known to
19 Respondents, as they employ and/or interact or conduct business with such persons in the normal
20 operation of Respondents' business. All of the Claimant's supervisors and co-workers, all
21 command staff at Claimant's division and bureau, all the members of the City's HR Department's
22 external investigation including, but not limited to, the people who were involved in any way,
23 shape, or form in any investigation (formal or otherwise), all people and supervisors involved in
24 the adjudication and signing-off on discipline and findings of any kind, all people that were
25 involved in the movement or promotion or non-promotion or other adverse acts against the
26 Claimant at all relevant times, and all members of command staff in the Irwindale Police
27 Department from the rank of Lieutenant up to the Chief of Police (as well as all their assistants,
28 adjutants, secretaries, helpers, and advisers). All these people play a role in what goes on in the

1 Department, and this Claim puts Respondents on notice that Claimant will seek discovery and
2 evidence, and put the same on at trial, as to all these people and all their actions in the years before
3 and after the specific acts outlined in this Claim. The Irwindale Police Department is too big and
4 complex for Claimant to know right now everyone who had a hand in the wrongful acts at issue,
5 but the Department knows who such person(s) are because they did it and because it purported to
6 conduct a belated investigation into some or all of the alleged wrongdoing. Whether the Irwindale
7 Police Department and the City chose to do a prompt, thorough, and neutral investigation was, as it
8 always is, up to the Irwindale Police Department and the City.

9
10 Dated: March 12, 2025

McNICHOLAS & McNICHOLAS, LLP

11
12 By: 

13 Matthew S. McNicholas
14 Douglas D. Winter
15 Loren Nizinksi
16 Vanessa N. Hernandez
17 Attorneys for Claimant
18 Rudy Campos
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28

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA**)
3 **COUNTY OF LOS ANGELES**)

4 I am a resident of the county aforesaid; I am over the age of eighteen years and not a party
5 to the within entitled action; my business address is 10866 Wilshire Blvd., Suite 1400, Los
6 Angeles, CA 90024.

7 On March 12, 2025, I served the attached **GOVERNMENT CLAIM** on the interested
8 parties in said action by placing a true copy thereof enclosed in a sealed envelope, addressed as
9 stated below:

10 *SEE ATTACHED SERVICE LIST*

11 ☒ **(BY CERTIFIED MAIL/RETURN RECEIPT)** I deposited such envelope with postage
12 thereon fully prepaid, in the United States mail at Los Angeles, California.

13 ☒ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand via
14 MESSENGER to the offices of the addressee.

15 ☐ **(BY FACSIMILE)** The above-described document (s) were sent by facsimile transmission
16 to the facsimile number(s) of the law office(s) stated above. The transmission was reported as
17 complete and without error. A copy of the transmission report is made a part of this proof of
18 service pursuant to CRC § 2008.

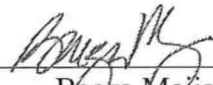
19 ☐ **(BY ELECTRONIC MAIL)** The above-described document(s) were sent by electronic
20 transmission to the law office(s) stated in the attached Service List. The transmission was reported
21 as complete and without error.

22 ☐ **(BY OVERNIGHT DELIVERY)** I placed the package for overnight delivery in a box or
23 location regularly maintained at my office or I delivered the package to an authorized courier or
24 driver authorized to receive DOCUMENTS. The package was placed in a sealed envelope or
25 package designated with delivery fees paid or provided for, addressed to the person(s) on whom it
26 is to be served at the address(es) shown above, at the office address(es) as last given by that person
27 on any document filed in the cause and served on the party making service; otherwise at that
28 party's place of residence.

☒ **(State)** I declare, under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

☐ **(Federal)** I declare that I am employed in the office of a member of the bar of this court at
whose direction the service was made.

Executed on March 12, 2025, at Los Angeles, California.


Baeza Mejia

SERVICE LIST
Campos v. City of Irwindale, et al.

City of Irwindale:
City Clerk's Office
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
(Via Personal Service)

Irwindale Police Department
5050 N. Irwindale Avenue
Irwindale, CA 91706
(Via Certified Mail 9589 0710 5270 0557 8920 94)

Irwindale Department Command Staff (whose names are currently unknown)
5050 N. Irwindale Avenue
Irwindale, CA 91706
(Via Certified Mail 9589 0710 5270 0557 8921 00)

March 14, 2025

TO: City of Irwindale

ATTENTION: Laura Nieto

RE: Claim	:	Campos vs. Irwindale
Claimant	:	Rudy Campos
Member	:	City of Irwindale
Date Rec'd by Mbr	:	3/12/25
Date of Event	:	August 2022
CW File Number	:	CJP3053357 TV

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

- **CLAIM RETURN (3 PART NOTICE): Send a return claims letter to the claimant for filing beyond six months but within one year.**

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

Very Truly Yours,

CARL WARREN & CO.

Timothy M. Varon

Timothy M. Varon
Claims Supervisor

enc: Return of Late Claim (3 Part Late Notice)

City of
IRWINDALE
AGENDA REPORT

Date: April 23, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Acquisition of 16249 Arrow Highway, Irwindale CA

City Manager's Recommendation:

Authorize the acquisition of 16249 Arrow Highway, Irwindale CA.

Administrative Action:

Submitted / Prepared by:

Fernando Lopez, Housing Coordinator



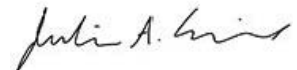
Reviewed by:

Adrian R. Guerra, City Attorney



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

REQUEST: Staff requests that the City Council approve the acquisition of the real property located at 16249 Arrow Highway (APN 8619-012-029) ("Property") pursuant to the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, a copy of which is Attachment A ("PSA").

PROPERTY BACKGROUND: 16249 Arrow Highway is a residential property that is currently listed for sale by a real estate brokerage company. The Property currently has no occupants and will require miscellaneous repairs in addition to public sewer connection.

Due to its location, there is a restricted line of site for drivers entering and exiting Morado Street at Arrow Highway. The Property could be modified and better utilized for public benefit by addressing and correcting the line of site for drivers and pedestrians at that intersection.

The City had previously expressed interest in the property and has entered into negotiations for the purchase of the property with the use of General Funds.

APPRAISAL: The City has obtained a broker valuation opinion from John G. Durbin Real Estate Appraising & Consulting dated as of December 17, 2024, which valued the Property at \$600,000.

BROKER REPRESENTATION: City of Irwindale was initially represented by Stephen Bethel of Frazier Capital ("Buyer Broker") pursuant to that certain Buyer Representation and Broker Compensation Agreement ("Buyer Representation Agreement"). Seller is represented by Mario Talamantes of Dynasty Real Estate ("Seller's Broker"). The City and Buyer Broker mutually agreed to terminate the Buyer's Representation Agreement so the City is not responsible to pay any commission.

PSA: City of Irwindale ("City/Buyer") and Seller have negotiated the PSA which contains the following terms.

- Purchase Price: \$599,000
- Deposit: \$17,970
- Effective Date: The date the PSA is executed by both parties.
- Escrow: Fidelity National Title
- Title Insurance:
 - Insurer: Fidelity National Title Insurance Company
 - Title Policy: An ALTA (non-extended) owner's title policy to be issued to City/Buyer of Irwindale closing with exceptions approved by Buyer.
- **Due Diligence Period:** For a period of up to ten (10) days following the Effective Date, City/Buyer shall have the right to review the documents provided by Seller. City previously obtained a report on the Property which revealed some potential lead paint and asbestos. The City could not obtain a report on the wall as it would have been invasive although the consultant indicated that such a report would be required before the City can remove the wall.
- **Close of Escrow:** 30 days after the Effective Date.
- **Limited Seller Representations & Warranties:** Seller (having owned the home for only a few months) is only making limited representations and warranties. City/Buyer is acquiring the Property in AS-IS condition.
- **Costs:** Seller is paying the cost of the title insurance policy, ½ of the escrow charges and the commission to the Seller's Broker. City/Buyer is paying ½ of the escrow charges.
- **Liquidated Damage Clause:** City of Irwindale has the right to terminate the PSA with the Deposit returned if it disapproves the Property prior to the end of the Due Diligence Period. If City/Buyer elects to not purchase the Property after that period has expired it may do so it will be in breach of the PSA and accordingly will forfeit the Deposit (\$17,979) to the Seller pursuant

to a liquidated damage clause which means that the maximum liability for breach is the amount of the Deposit (\$17,970).

- **City Manager Authority:** The PSA provides authority to the City Manager to execute all documents to implement the transaction including authority to make modifications or amendments including extensions of time.

STAFF RECOMMENDATION AND ALTERNATIVES:

Staff recommends that the Irwindale City Council approve the PSA and authorize Staff to move forward with the acquisition of the Property.

However, the following alternative actions are available for the Board's consideration:

1. Do not approve the PSA.
2. Identify changes the City Council wants made to the PSA and direct Irwindale's City Attorney and Staff to return with another draft.

Fiscal Impact:

Not to Exceed Appraised Value plus Closing Costs for Escrow.

Attachments:

1. Purchase and Sale Agreement - Irwindale March 17 2025

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this ____ day of _____, 2025 ("**Agreement Date**") by and between the CITY OF IRWINDALE, a charter city ("**Buyer**") and MADISON LUU ("**Seller**") with FIDELITY NATIONAL TITLE INSURANCE COMPANY, a corporation as **Escrow Holder** and **Title Company**.

RECITALS:

- A. Seller owns that certain residential real property located at 16249 Arrow Highway in the City of Irwindale, County of Los Angeles State of California (APN No. 8619-012-029) legally described in attached Exhibit A ("**Property**").
- B. Buyer and Seller have negotiated in good faith and mutually agreed for the acquisition of the Property pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY.

1.1 Acquisition of Property. Pursuant to the terms of this Agreement, Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property and all fixtures and appliances located at the Property ("**Personal Property**").

1.2 Waiver and Release of Condemnation Claims. The parties acknowledge that the City's acquisition of the Property pursuant to this Agreement is not under threat of condemnation by City. Seller agrees that this Agreement provides for fair compensation for the Owner Property and City's intent to use the Property for a public use and waives any and all claims against Buyer with respect to same.

2. EFFECTIVE DATE; OPENING OF ESCROW. The date this Agreement is executed by both Buyer and Seller is hereinafter referred to as the "**Effective Date**." Within three (3) business days of the Effective Date, the parties shall open an escrow ("**Escrow**") with Fidelity National Title Insurance Company (Escrow Holder) by causing an executed copy of this Agreement to be deposited with Mary Lou Adame, Escrow Officer ("**Escrow Officer**") at Fidelity National Title Insurance Company at 3237 E. Guasti Rd., Ste. 105, Ontario, CA 91761 (Direct) (909) 978-3020 Marylou.Adame@fnf.com together with the Deposit (as defined in Section 3.2(a)) ("**Opening of Escrow**").

3. PURCHASE PRICE; COMMISSION.

3.1 Purchase Price. The Purchase Price for the Property is Five Hundred Ninety-Nine Thousand Dollars (\$599,000) ("**Purchase Price**").

3.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) **Deposit.** At Opening of Escrow, Buyer shall deposit the sum of Seventeen Thousand Nine Hundred Seventy Dollars (\$17,970) with Escrow Holder ("**Deposit**").

(b) **Balance of Funds.** At least one (1) day prior to the Closing, Buyer shall deposit balance of the Purchase Price with Escrow Holder in Good Funds (as defined below).

3.3 Disbursement of Seller's Net Proceeds. At the Closing, the net proceeds (as determined by the Seller settlement statement) shall be disbursed to Seller.

3.4 Good Funds. All funds deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- a. Executed and recordable grant deed in the form attached as Exhibit B ("**Grant Deed**").
- b. The executed natural hazard disclosure statement pursuant to Section 7.2.
- c. A Non-Foreign Affidavit as required by federal law.
- d. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.2 Buyer. Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- a. The statutorily required Certificate of Acceptance in the form attached to the Grant Deed ("**Certificate of Acceptance**").
- b. Acknowledgement of receipt of all Disclosure Reports (including the NHD statement) and Notices (as defined in Section 7).
- c. A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County.
- d. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.3 Recordation, Completion and Distribution of Documents. Escrow Holder will cause the Grant Deed (with the Certificate of Acceptance attached) to be recorded when it can issue the Owner's Title Policy in accordance with Section 6, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller,

respectively, through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close within five (5) days after Buyer has provided the Buyer's Due Diligence Approval Notice (pursuant to Section 7), but no later than thirty (30) days from the Effective Date ("**Closing Date**") unless extended as evidenced by a writing executed by both parties. The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time Grant Deed with the Certificate of Acceptance is filed for recording by the Escrow Holder in the Office of the County Recorder of Los Angeles County, California.

5.2 Possession. At the Closing, Seller shall deliver the Property to Buyer free of any occupants or tenants.

5.3 Time is of Essence. Buyer and Seller specifically agree that time is of the essence.

5.4 City Manager's Authority for Buyer. Buyer by its execution of this Agreement hereby agrees that the City Manager or his designee (who has been designated by City Manager's written notice delivered to Seller and Escrow Holder) shall, in City Manager's sole and exclusive discretion, have authority:

(i) to execute documents on behalf of Buyer including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the City Manager or their designee shall be binding on Buyer.

(ii) make minor modifications to this Agreement in order to fulfill the direction of the City Council, provided that such minor modifications must be approved by the City Attorney.

6. TITLE POLICY.

6.1 Approval of Title.

(a) Promptly following execution of this Agreement but in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Fidelity National Title Insurance Company ("**Title Company**"), describing the state of title of the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein ("**Preliminary Title Report**"). Within ten (10) days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**").

(b) In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from Seller that such Disapproved

Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

6.2 Title Policy. At the Close of Escrow, Escrow Holder shall furnish Buyer with an CLTA/ALTA Homeowner's Policy of Title Insurance ("**Title Policy**") insuring title to the Property vested in Buyer in the amount of the Purchase Price containing only such exceptions approved or waived by Buyer in accordance with this Section. The cost of the Title Policy to Seller shall be paid by Buyer. The Title Policy shall also include any available extended coverage or endorsements that Buyer may reasonably request.

7. TRANSFER DISCLOSURE STATEMENT; DUE DILIGENCE; DISCLOSURES.

7.1 Transfer Disclosure Statement. Within two (2) days after the Opening of Escrow, Seller shall provide a completed and executed Transfer Disclosure Statement (as specified in Civil Code Section 1102) ("**TDS**") for Buyer's review and approval. If Buyer disapproves the completed TDS, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period (as defined in Section 7.6). If Buyer does not disapprove the TDS within the Due Diligence Period, Buyer shall be deemed to have approved it.

7.2 Natural Hazard Disclosure Report. Within two (2) days after the Opening of Escrow, Escrow Holder shall order and deliver to Buyer a comprehensive natural hazard disclosure and tax report from Disclosure Source ("**NHD Report**") for Buyer's review and approval. If Buyer disapproves the NHD Report, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove the NHD Report within the Due Diligence Period, Buyer shall be deemed to have approved it.

7.3 Lead-Based Paint Disclosures. Within two (2) days of Opening of Escrow, Seller shall deliver to Buyer the statutory Lead-Based Paint Disclosure and pamphlet as required by federal law ("**Lead Paint Disclosure**") for Buyer's review and approval. If Buyer disapproves the Lead Paint Disclosure, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove the Lead Paint Disclosure within the Due Diligence Period, Buyer shall be deemed to have approved it. Waiver of the Lead Paint Disclosure is prohibited by law.

7.4 Material Facts & Insurance Claims. Within two (2) days of the Opening of Escrow, Seller shall disclose to Buyer in writing all known material facts and defects including known insurance claims within the last five (5) years preceding the Agreement Date

7.5 Other Statutory Disclosures. Within two (2) days of Opening of Escrow, Seller shall deliver to Buyer all other applicable statutory disclosures (including, but not limited to, notice

or actual knowledge of release of illegal controlled substance, etc.) as required by law for Buyer's review and approval. If Buyer disapproves any such disclosures, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove a statutory disclosure within the Due Diligence Period, Buyer shall be deemed to have approved it. Buyer is a public agency and, therefore, will not be occupying the Property and Seller is exempt from providing certain disclosures.

7.6 Due Diligence. Within five (5) days after the Effective Date, Seller shall provide to Buyer all documents regarding the Property within its possession or control and all the documents specified in Section 7. For a period of up to ten (10) days following Effective Date ("**Due Diligence Period**"), Buyer shall have the right to review the documents provided by Seller. Buyer shall notify Seller in writing ("**Buyer's Due Diligence Notice**") on or before the expiration of the Due Diligence Period of Buyer's approval of the condition of the Property as well as the TDS, NHD Report, Lead Paint Disclosure and all other disclosures and notices delivered to Buyer under this Agreement, which approval may be withheld in Buyer's sole discretion. Failure of Seller to provide access to the Property to make inspect the Property at a day and time requested by Buyer shall be a material breach of this Agreement and Buyer shall have the right to immediately terminate this Agreement and the escrow.

7.7 Statutory Disclosures. As required by law, Seller makes the following disclosures to Buyer:

- a. **No HOA.** The Property may be subject to certain covenants, conditions and restrictions as disclosed in the Preliminary Title Report. However, there is no homeowner association and there are no HOA assessments to which the Property is subject.
- b. **Megan's Law.** "Notice: Pursuant to Section 290.46 of the Penal Code information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on a sex offender's criminal history, this information will include either an address at which the offender resides or the community of residence and ZIP code in which he or she resides. (Neither Seller or Broker are required to check this website)."
- c. **Gas and Hazardous Liquid Transmission Pipelines.** "This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public at the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.hpms.phmsa.dot.gov/>. To seek further information about possible transmission lines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP code and county on the NPMS Internet Web site."

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- (a) Title Company will issue the Title Policy as specified in Section 6.2.

- (b) Seller has provided to Buyer all documents required under this Agreement, including, but not limited to, the NHD Report, Lead Disclosure Statement, etc. (cumulatively the “**Disclosure Reports and Notices**”).
- (c) Buyer has approved all Due Diligence matters within the Due Diligence Period as specified in Section 7.
- (d) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (e) Seller is not in breach of any of the representations, warranties or covenants in Section 9.
- (f) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

- (a) Buyer has executed the acceptance of the Certificate of Acceptance and delivered same to Escrow Holder to be attached to the Grant Deed prior to recordation.
- (b) Escrow Holder holds and will deliver to Seller the instruments (including, but not limited to, the Title Policy) and funds accruing to Seller pursuant to this Agreement.
- (c) Buyer is not in default of its obligations under this Agreement.
- (d) Seller is in full compliance with its obligations under Section 7 to Buyer's satisfaction.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

9.1 Representations & Warranties. Seller makes the following representations, warranties and covenants to Buyer, each of which is true in all respects as of the date hereof and shall be true in all respects on the date of Close of Escrow on the Property:

a. Seller has not received notice and/or has no knowledge that any governmental authority or any employee or agent thereof considers the present or proposed operation, use or ownership of the Property to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.

b. There are no pending or threatened lawsuits or claims which would affect the Property.

c. The Property is not subject to a homeowner's association nor any such association assessments.

d. The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions.

e. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. There are no environmental, health or safety hazards on, under or about the Property, including but not limited to soil and groundwater conditions.

f. There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller that shall survive the Close of Escrow.

g. Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer through Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE ("**Non-foreign Affidavit**").

h. No construction or repair work has been done on the Property within the six (6) months prior to the Opening of Escrow except plumbing work.

i. The information provided in the TDS is true, correct and complete.

j. Seller is the sole person in possession and control of the Property.

Until the Closing, if Seller learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, Seller shall immediately give written notice of such fact or condition to Buyer.

9.2 Survival of Representations and Warranties of Seller. The representations and warranties provided in this Section 9 shall survive the Closing and delivery of the Grant Deed and shall not be affected by any investigation, verification or approval by either party or by anyone on behalf of either party.

9.3 Covenants. Seller will provide all information requested by Buyer (either before or after Closing) with respect to the Property. Until the Closing, Seller shall not do anything which would impair Seller's title to the Property.

9.4 Breach; Indemnification. If a breach of a representation, warranty or covenants occurs before Closing and Buyer is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement in Buyer's sole discretion. However, if Buyer elects to not terminate this Agreement and proceeds with the Closing, Seller shall indemnify Buyer and defend with counsel selected by Buyer, protect and hold harmless Buyer, its officers, employees and agents from and against all claims, damages, costs, liabilities and expenses of any kind whatsoever (including attorneys fees), incurred or suffered by or asserted against the Property or Buyer directly or indirectly arising from or attributable to any breach by Seller of any of its representations, warranties or covenants set forth in this Agreement, including, but not limited to, any amounts expended by Buyer to secure exclusive possession free of any occupant or claim by any occupant.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions. Sections 1.1; 2 through 4, inclusive; 5.1, 5.4, 6, 7.2., 8, 10, 11, 13 and 14 constitute the escrow instructions to Escrow Holder. If required by Escrow

Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 13 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

10.3 Real Property Taxes. All non-delinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Buyer is exempt from real property taxes so if any amount has been paid by Seller which would otherwise be reimbursable to Seller, Seller, after Closing, shall apply directly to the County for the applicable refund. If any amount of real estate taxes is credited to Buyer, Buyer shall pay such amount to the County upon receipt of the tax bill.

10.4 Utilities. Buyer and Seller shall cause all utilities which are in the name of Seller to be transferred to the name of Buyer as of the Close of Escrow or as soon thereafter as practicable. Utilities shall be prorated to the Close of Escrow. In the event final amounts with respect to said prorations are not available as of Close of Escrow, the proration shall be done on an estimated basis and the parties shall prepare a final proration within thirty (30) days following Close of Escrow. Any party who is obligated to pay net amounts based on said final proration shall reimburse the other party said amount within thirty (30) days after completion of the final proration.

10.5 Payment of Costs.

- a. **Cost Allocation.** Seller shall pay the costs for the Title Policy, one-half (1/2) of escrow costs, the NHD Report, the commission to Seller's Broker as set forth in Section 11 and any fees and costs charged by any lender to obtain releases or consents or otherwise put title in the condition described in Section 6 (including any applicable recording fees for such documents) ("**Seller's Charges**"). Buyer shall pay the cost of any extended title policy if requested by Buyer and one-half (1/2) of the escrow fees. All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

NO RECORDING FEES: Buyer is a public agency and, therefore, is exempt from recording charges applicable to the Grant Deed pursuant to Govt Code § 6103

NO DOCUMENTARY TRANSFER TAXES: No documentary transfer taxes shall be assessed against Seller as the transaction is exempt pursuant to Revenue & Taxation Code § 11922.

- b. **Closing Statement.** At least two (2) days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

10.6 Termination and Cancellation of Escrow. If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.7 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code § 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.8 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code § 1445 or an out-of-state seller under California Revenue and Tax Code § 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code §1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

11. Brokerage Commissions.

11.1 Seller's Broker. Seller is represented by Dynasty Real Estate ("**Seller's Broker**") and shall pay the commission as agreed by Seller pursuant to a separate agreement ("**Commission**").

11.2 No Buyer's Broker. Buyer is not represented by any broker. Prior representation by Frazier Capital has been terminated by mutual agreement and a copy of the Termination of Buyer Representation Agreement has been delivered to Seller. Accordingly, Buyer represents and warrants to Seller that no broker commission is payable by Buyer to any broker.

11.3 Indemnity. Buyer and Seller each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee except as specified above.

12. LIQUIDATED DAMAGES.

IF BUYER SHOULD MATERIALLY DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY DELIVER THE SUM SPECIFIED ABOVE TO SELLER, SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS PROVISION AND SELLER SHALL BE ENTITLED TO THE LIQUIDATED DAMAGE AMOUNT.



Seller's Initials

Buyer's Initials

13. NOTICES. Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested ("**US Mail**"), addressed to each party as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given (a) as of the date so delivered under delivery methods (i) or (ii) above, or (b) three (3) days after deposit into the U.S. Mail.

To Seller: Madison Luu

With a Copy to: Dynasty Real Estate
8047 Day Creek Blvd
Rancho Cucamonga, CA 91739
Attn: Mario Talamantes
License No. 01238104

To Buyer: City of Irwindale
5050 Irwindale Avenue
Irwindale, CA 91706
Attn: Fernando Lopez, Housing Coordinator

With a Copy to: Aleshire & Wynder, LLP
Jamboree Center
1 Park Plaza Suite 1000
Irvine, CA 92614
Attn: Adrian Guerra, City Attorney

To Escrow Holder: Fidelity National Title Insurance
3237 E. Guasti Rd., Ste. 105
Ontario, CA 91761
Mary Lou Adame, Escrow Officer

14. GENERAL PROVISIONS.

14.1 Assignment. Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

14.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

14.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

14.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

14.5 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

14.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written are merged herein and shall be of no further force or effect.

14.8 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

14.9 Authority. The person executing this Agreement on behalf of Seller has the authority to bind the trust which is legally bound under this Agreement.

14.10 No Third-Party Beneficiary. This Agreement is only between the parties and is not intended to be nor shall it be construed as being for the benefit of any third party.

14.11 Exhibits. Exhibits A and B attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

Note: Section 12 must be initialed by both parties.

SELLER:

 Madison Luu 04/16/25
MADISON LUU

BUYER:

CITY OF IRWINDALE, a charter city

By: _____
Julian Miranda, City Manager
_____, 2025

ATTEST:

ESCROW HOLDER:

Accepted and agreed to:

FIDELITY NATIONAL TITLE
INSURANCE COMPANY

By: _____
Mary Lou Adame, Escrow Officer

Dated: _____, 2025

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property in the City of Irwindale, County of Los Angeles, State of California legally described as follows:

LOT ELEVEN (11), OF TRACT 4316, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50, PAGE(S) 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SUBJECT TO WATER RIGHTS AS GRANTED TO FLORENCE A. OTTO BY DEED FROM ELLA M. ROURKE (FORMALLY ELLA A. PETTIT) AND THOMAS J. ROURKE, HER HUSBAND BY DEED RECORDED IN BOOK 6615, PAGE 198 OF DEEDS, AND AS AMPLIFIED AND MODIFIED BY AGREEMENT BETWEEN SAID PARTIES RECORDED IN BOOK 6911, PAGE 21, OF DEEDS, RECORDS OF SAID COUNTY.

APN: 8619-012-029

EXHIBIT B
GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Irwindale
5275 Los Angeles Avenue
Irwindale, CA 90630
Attention: City Clerk

APN 8619-012-029
THE UNDERSIGNED GRANTOR DECLARES:
Documentary Transfer Tax is: \$-0- per R&T §11922

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, MADISON LUU ("**Grantor**"), hereby grants to the CITY OF IRWINDALE, a charter city ("**Grantee**"), that real property in the City of Irwindale, County of Los Angeles, State of California, legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the date below.

"GRANTOR"

Not to be executed until closing

Dated: _____, 202__

MADISON LUU

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Grant Deed executed by MADISON LUU to the CITY OF IRWINDALE ("**City**"), is hereby accepted by the undersigned officer and agent of City and the City consents to the recording of the Grant Deed.

Signed and dated on _____, 202_ at City of Irwindale, California.

GRANTEE

CITY OF IRWINDALE, a charter city

By: _____
Not to be executed until closing
Julian Miranda, City Manager

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Irwindale, County of Los Angeles, State of California legally described as follows:

LOT ELEVEN (11), OF TRACT 4316, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50, PAGE(S) 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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APN: 8619-012-029

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)
) ss.
COUNTY OF _____)

On _____, 2025 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

SEAL:

City of
IRWINDALE
AGENDA REPORT

Date: April 23, 2025

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

From: Julian A. Miranda, City Manager / Executive Director

Issue: Investment Quarterly Report for Fiscal Quarter Ending March 31, 2025

City Manager's Recommendation:

That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending March 31, 2025.

Administrative Action:

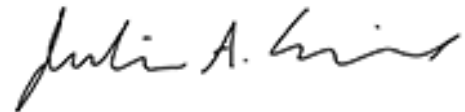
Submitted / Prepared by:

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager / Executive Director



Background and Analysis:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments (Investment Report) to the City Council/Board Members for review and compliance with the City's adopted investment policy (the City's Investment Policy).

The attached Investment Report summarizes the cash balances and investments as of March 31, 2025, for each agency. The City of Irwindale's balances include investments in all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general and money market accounts also include all funds of the City and its agencies, which also earn interest on the pooled cash balances. All investments comply with the City's Investment Policy.

As previously noted, all funds held by the City, Successor Agency, Housing Authority, and Reclamation

Authority are pooled to maximize interest yields. The Reclamation Authority Board is not scheduled to meet again until June 11, 2025. Therefore, this same Investment Report will be included in the Reclamation Authority's Agenda for that meeting for review by the Reclamation Authority Board as well.

Fiscal Impact:

There is no fiscal impact of receiving and filing this report.

Attachments:

1. City of Irwindale Investment Report – March 31, 2025

**CITY OF IRVINDALE
INVESTMENT REPORT
March 31, 2025**

SECURITY DESCRIPTION	PAR VALUE / ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MKT VALUE / ENDING BALANCE	INVESTMENT RATINGS
CITY OF IRVINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
BMO & WF GENERAL ACCOUNTS	\$ 5,044,199	2.01%			\$ 5,044,199	
WF MONEY MARKET ACCOUNT	\$ 175,863	4.22%			\$ 175,863	
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$ 20,081,093	4.34%			20,086,146	
US GOVERNMENT AGENCIES						
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,955,934	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,881,468	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,812,127	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,815,241	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,796,093	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,812,832	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	3.28%	08/29/22	02/22/27	960,744	Aaa / AA+
FEDERAL FARM CREDIT BANK (FFCB)	1,000,000	4.94%	11/28/23	07/28/25	1,001,687	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	4.91%	12/18/23	12/12/28	998,977	Aaa / AA+
FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)	2,000,000	4.21%	10/24/24	10/22/29	1,993,916	Aaa / AA+
FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)	2,000,000	4.54%	01/29/25	01/28/30	2,008,638	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	4,000,000	4.50%	01/29/25	01/24/30	4,036,862	Aaa / AA+
Sub-Total US Government Agencies:	\$ 39,000,000				\$ 38,074,518	
MUNICIPAL BONDS						
CALIFORNIA STATE TAXABLE	1,000,000	4.30%	01/09/23	10/01/26	1,022,738	Aa2 / AA-
COAST COMMUNITY COLLEGE DISTRICT CALIFORNIA	1,000,000	4.22%	02/09/23	08/01/26	975,794	Aa1 / AA+
CALIFORNIA STATE TAXABLE	5,000,000	4.00%	04/26/23	04/01/28	981,559	Aa2 / AA+
UNIVERSITY OF CALIFORNIA	1,000,000	3.90%	05/17/23	05/15/27	942,049	Aa2 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.48%	07/13/23	04/01/28	981,559	Aa2 / AA-
CITY OF LOS ANGELES	2,190,000	4.85%	09/28/23	09/01/28	2,007,071	Aa2 / AA
CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY	1,600,000	4.69%	12/01/23	06/01/28	1,519,809	Aa3 / AA-
CALIFORNIA STATE UNIVERSITY	2,000,000	4.45%	12/08/23	11/01/28	1,818,570	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,320,000	4.79%	01/11/24	06/01/27	1,305,453	A / A2
WEST CONTRA COSTA CALIFORNIA SCHOOL DISTRICT	1,000,000	4.10%	01/18/24	08/01/27	941,875	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,000,000	4.78%	01/11/24	06/01/28	985,203	A / A2
ALAMEDA COUNTY CALIFORNIA TAXABLE BONDS	1,000,000	4.05%	01/18/24	08/01/28	981,361	Aaa / AAA
SAN JOSE REDEVELOPMENT AGENCY TAXABLE	1,390,000	4.36%	02/12/24	08/01/28	1,339,649	A/A/A+
CALIFORNIA STATE TAXABLE	1,000,000	4.74%	04/19/24	02/01/28	935,153	Aa2 / AA-
CALIFORNIA STATE TAXABLE	1,000,000	4.73%	04/19/24	04/01/29	957,327	Aa2 / AA-
UNIVERSITY OF CALIFORNIA	1,000,000	4.40%	07/01/24	07/01/29	969,195	Aa2 / AA
CITY OF LOS ANGELES	2,000,000	4.50%	07/09/24	09/01/27	2,077,630	Aa2 / AA
CITY OF LOS ANGELES	1,000,000	4.01%	09/03/24	09/01/29	1,062,266	Aa2 / AAA
CALIFORNIA STATE TAXABLE	1,000,000	3.75%	09/03/24	09/01/29	1,037,790	Aa2 / AA-
SANTA MONICA-MALIBU, CA UNIFIED SCHOOL DISTRICT	1,000,000	3.94%	10/10/24	08/01/27	933,039	Aa1 / AA+
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT	1,000,000	3.93%	10/10/24	08/01/28	925,047	Aa1 / AA
REDONDO BEACH UNIFIED SCHOOL DISTRICT	1,000,000	3.94%	10/10/24	08/01/29	891,105	Aa2
BEVERLY HILLS PUBLIC FINANCING	1,000,000	4.01%	10/24/24	06/01/26	964,496	Aaa / AAA
SAN RAMON UNIFIED SCHOOL DISTRICT	2,000,000	4.43%	01/07/25	08/01/29	1,813,823	Aa1 / AA+
VACAVILLE UNIFIED SCHOOL DISTRICT	1,000,000	4.20%	03/12/25	08/01/29	895,663	Aa2
Sub-Total Municipal Bonds:	\$ 30,500,000				\$ 29,265,135	
CORPORATE BONDS						
WELLS FARGO & COMPANY	\$ 2,000,000	6.25%	10/21/22	10/21/27	\$ 2,013,060	A1 / BBB+
TOYOTA MOTOR CREDIT CORPORATION	1,000,000	5.00%	11/10/22	10/16/25	980,251	A1 / A+
BANK OF AMERICA CORPORATION	2,000,000	5.08%	12/19/23	01/20/27	2,006,826	A1 / A-
APPLE, INC.	1,500,000	4.25%	02/02/24	02/08/26	1,455,215	Aaa / AA+
APPLE, INC.	1,500,000	4.10%	02/02/24	02/09/27	1,479,883	Aaa / AA+
MICROSOFT CORPORATION	1,000,000	4.30%	02/06/24	09/15/26	990,036	Aaa / AAA
INTEL CORPORATION	1,000,000	4.40%	02/06/24	05/11/27	969,056	A2 / A
WALMART, INC	1,000,000	4.25%	02/12/24	04/15/28	994,964	Aa2 / AA
3M COMPANY	1,000,000	4.80%	02/12/24	09/14/28	975,383	A1 / BBB+
AMERICAN HONDA FINANCE	1,000,000	5.29%	10/24/24	10/05/26	1,001,319	Aa2 / AA
WELLS FARGO & COMPANY	2,000,000	5.00%	12/02/24	12/02/29	2,003,730	A1 / BBB+
Sub-Total Corporate Bonds:	\$ 15,000,000				\$ 14,869,723	
CERTIFICATES OF DEPOSIT						
UBS BANK USA	\$ 245,000	3.40 %	08/31/22	09/02/25	\$ 244,170	FDIC Insured
AMERICAN EXPRESS NATIONAL BANK	245,000	3.35 %	08/31/22	09/02/25	244,079	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50 %	08/31/22	08/31/27	241,641	FDIC Insured
CAPITAL ONE BANK USA	245,000	3.45 %	08/31/22	08/31/27	241,278	FDIC Insured
CAPITAL ONE NATIONAL ASSN VA	245,000	3.45 %	08/31/22	08/31/27	241,278	FDIC Insured
ALLY BANK	245,000	3.35 %	09/01/22	09/01/26	242,447	FDIC Insured
SYNCHRONY BANK	245,000	3.45 %	09/02/22	09/02/27	241,269	FDIC Insured
MEDALLION BANK	245,000	3.25 %	09/07/22	09/08/25	243,962	FDIC Insured
DR BANK	245,000	3.60 %	09/09/22	09/09/26	243,331	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	241,238	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	241,238	FDIC Insured
TRADITIONAL CAPITAL BANK	245,000	3.30 %	09/14/22	03/13/26	243,110	FDIC Insured
PONCE BANK	245,000	3.35 %	09/14/22	09/14/27	240,701	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45 %	09/19/22	09/20/27	241,265	FDIC Insured
FIRST WESTERN TRUST BANK	245,000	4.55 %	01/06/23	01/06/28	245,076	FDIC Insured
PARK STATE BANK	245,000	4.45 %	07/19/23	07/19/28	252,269	FDIC Insured
DISCOVER BANK	245,000	4.55 %	07/19/23	07/17/28	253,178	FDIC Insured
COMENITY CAPITAL BANK	245,000	4.45 %	07/26/23	07/26/28	247,476	FDIC Insured
BANK HAPOLIM BM NY	245,000	5.30 %	11/20/23	05/20/25	245,286	FDIC Insured
BANK OF AMERICA, N.A.	245,000	5.30 %	11/22/23	11/24/25	246,821	FDIC Insured
SALUK VALLEY BANK & TRUST	245,000	5.00 %	11/22/23	11/24/25	246,273	FDIC Insured
BMW BANK NORTH AMERICA	245,000	4.90 %	11/17/23	11/17/28	251,338	FDIC Insured
TRUSTAR BANK	245,000	4.75 %	11/22/23	11/22/28	250,182	FDIC Insured
STATE BANK INDIA	245,000	5.00 %	11/24/23	11/24/28	254,742	FDIC Insured
HENDERSON STATE BANK	245,000	5.00 %	11/28/23	11/28/25	246,343	FDIC Insured
TEXAS EXCHANGE BANK	245,000	5.10 %	04/05/24	04/05/29	244,991	FDIC Insured
Sub-Total Certificates of Deposit:	\$ 6,370,000				\$ 6,374,984	
SUPRANATIONALS						
INTERNATIONAL FINANCE CORPORATION	1,000,000	4.36%	04/05/24	03/27/29	\$ 1,012,478	Aaa / AAA
Sub-Total Supranationals:	\$ 1,000,000				\$ 1,012,478	
Total City of Irwindale Investments (Pooled Funds):	\$117,171,154				\$ 114,915,045	
HOUSING AUTHORITY (Funds 11 & 12)						
BMO & WF GENERAL ACCOUNTS	\$ 883,064	2.01%			\$ 883,064	
LOCAL AGENCY INVESTMENT FUND (LAIF)	4,493,151	4.34%			4,496,967	
	\$ 5,376,215				\$ 5,380,031	
SUCCESSOR AGENCY (Funds 50-66)						
BMO & WF GENERAL ACCOUNTS	\$ 1,076,361	2.01%			\$ 1,076,361	
BANK OF THE WEST MONEY MARKET ACCOUNT	0				0	
LOCAL AGENCY INVESTMENT FUND (LAIF)	5,891,498	4.34%			5,896,501	
	\$ 6,967,859				\$ 6,972,862	
GRAND TOTAL OF INVESTMENTS	\$129,515,229				\$ 127,267,938	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 12, 2024.
The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is 1.71 years, and the weighted average yield of the City's pooled investments at cost is **3.49%**. Market prices of securities are obtained directly through Bank Statements. Due to timing, BMO Bank (formerly known as Bank of the West) and Wells Fargo Bank ("WF") General Account balances are combined and pre-reconciled and yield rates are based on negotiated earnings credit.

Approved by K. Borhani Kambiz Borhani, Finance Director / City Treasurer

Item #19.E.

City of
IRWINDALE
AGENDA REPORT

Date: April 23, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Fee Waiver for the Irwindale Chamber of Commerce E-Waste Recycling Event

City Manager's Recommendation:

Adopt Resolution No. 2025-35-3623 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE SPECIAL EVENT APPLICATION FEE WAIVER FOR THE IRWINDALE CHAMBER OF COMMERCE E-WASTE RECYCLING EVENT ON APRIL 26-27, 2025".

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director



Prepared by:

Randy Silva, Code Enforcement Officer

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

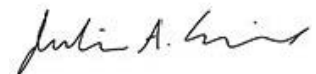


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Irwindale Chamber of Commerce ("Applicant" is requesting a fee waiver and plans to have their "E-Waste Recycling Event" taking place on Saturday, April 26, 2025, and Sunday, April 27, 2025, at 5155 Irwindale Avenue from 9:00 a.m. – 3:00 p.m. This event will provide a free opportunity to the local businesses and community to safely recycle their old electronics and divert e-waste from the landfills.

In order for Irwindale Chamber of Commerce to host this event, the City of Irwindale ("City") requires a Special Event Permit, which includes an application fee of \$150.00 for non-profit organizations. The Applicant has paid the required Special Event Permit application fee of \$150.00, for SEP No. 04-2025, and this permit will be issued prior to the event date.

On April 3, 2025, Irwindale Chamber of Commerce submitted a Fee Waiver request for the Special Event Permit application fee of \$150.00 to make this event possible.

The Applicant's request to waive the Special Event Permit application fee meets the criteria for consideration of a fee waiver according to the City of Irwindale's Fee Adjustment Policy ("Policy"). The Policy encourages investment in community events, as well as development and improvements to facilities used by local, not-for-profit or charitable organizations which cater to the residents and businesses of the City.

In accordance with the Policy's Section I, subsection H, this fee qualifies for a waiver under "any other fee the City may deem necessary to achieve the stated goals of this Policy." Additionally, Section II of the Policy outlines the criteria for consideration. Under subsection 1(a), applicants for fee waivers must be "recognized by the Internal Revenue Service as a not-for-profit organization or charitable organization." Subsection (2)(a) allows for fee waivers for improvements or developments within the City that benefit the community. Accordingly, The Applicant is a non-profit organization, and the recycling event benefits the community by providing a free drive-thru e-waste recycling event.

Fiscal Impact:

The approval of this item will result in a total fee waiver of \$150.00.

Attachments:

1. CC Irwindale Chamber of Commerce Resolution 2025-35-3623 (Attachment A)
2. Letter-2025 E-Waste SEP Fee Waiver(Attachment B)
3. SEP 04-2025 - Irwindale Chamber E-Waste Event Application (Attachment C)
4. Irwindale Chamber E-Waste - Fee Adjustment Policy (Attachment D & E)

RESOLUTION NO. 2025-35-3623

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING A FEE WAIVER FOR THE SPECIAL EVENT PERMIT
APPLICATION FEE FOR THE E-WASTE RECYCLING EVENT ON April 26-27,
2025**

WHEREAS, The Irwindale Chamber of Commerce, the Applicant, submitted a Special Event Permit application to the Community Development Department on April 7, 2025, for the City of Irwindale's ("City") which is in the approval process of a special event "SEP 04-2025 E-Waste Recycling Event" taking place on Saturday, April 26, 2025, and Sunday, April 27, 2025; and

WHEREAS, the E-Waste Recycling Event is a community benefit event for local residents and businesses to safely recycle e-waste. The Applicant is required under Irwindale Municipal Code (IMC) Section 17.88.020 (14) "Special Promotions" to have a Special Event Permit; and

WHEREAS, the Applicant, being a non-profit community-based organization within the City is holding a community event which qualifies for a fee waiver according to the approved "City of Irwindale Fee Adjustment Policy;"

WHEREAS, the drive through e-waste recycling event will include pallets, tables, tents and directional sandwich signs onsite at Absolute Security located at 5155 Irwindale Avenue. Items will be collected and taken to a licensed e-waste recycling facility. Anticipated attendance of 100 people each day; and

WHEREAS, the event qualifies for and the City Council desires to waive the \$150.00 Special Event Permit Application fee in accordance with the City of Irwindale Fee Adjustment Policy because the Chamber of Commerce is a non-profit organization and the event provides a public benefit by providing a free drive-thru e-waste recycling event for the community.

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

SECTION 1. The City Council hereby approves the fee waiver Special Event Permit Application for the special event "SEP 04-2025 E-Waste Recycling Event" e-waste recycling event taking place on April 26-27, 2025.

SECTION 2. The City Council finds that waiving the Special Event Permit

Resolution No. 2025-35-3623

Page 1

Application fee of \$150.00 for this special event “SEP 04-2025 E-Waste Recycling Event” serves a public benefit to the community by providing a free drive-thru e-waste recycling event.

SECTION 3. Based on the above finding, the City Council hereby approves the City of Irwindale Application for Fee Adjustment and hereby waives the Special Event Permit Application fee of \$150.00.

SECTION 4. 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 23rd day of April, 2025.

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. 2025-35-3623 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 23rd day of April 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Resolution No. 2025-35-3623
Page 2



April 3, 2025

City Council
City of Irwindale
5050 Irwindale Avenue
Irwindale, CA 91706

Dear City Council,

The Irwindale Chamber of Commerce would like to request a fee waiver in the amount of \$150.00 for our E-Waste Recycling Event's Special Event Permit Application. The event will take place on April 26 and 27, 2025 at the Absolute International Security parking lot.

This event will benefit the community by providing residents, local businesses and community members an opportunity to safely recycle their old electronics.

Thank you for your consideration.

Sincerely,

Ashley Bendanillo
Communications Coordinator/Staff Assistant
Irwindale Chamber of Commerce
ashley@irwindalechamber.org
Tel: 626.960.6606

Irwindale Chamber of Commerce
5155 Irwindale Ave * PO Box 2307 * Irwindale, California 91706
(626) 960-6606 * www.irwindalechamber.org



April 7, 2025

TO: Review Departments:

☒ City Manager	☒ Economic Development
☒ Assistant City Manager	☒ Police Department
☒ Code Enforcement	☒ Fire Department (Azusa)
☒ Community Development	☒ Business License
☒ Engineering/Building	☒ Human Resources
☒ Public Services	☐ Parks/Recreation

FROM: Randy Silva, Code Enforcement Officer

RE: Special Event Permit Comment and Routing Sheet for "E-Waste Recycling Event"

Please review and respond to the attached application concerning the following Special Event Permit:

Special Event Permit No. 04-2025 – The Applicant, the Irwindale Chamber of Commerce is proposing a free drive-thru E-Waste collection event for both residents and businesses. The event will take place at the parking lot of 5155 Irwindale Avenue, on Saturday, April 26, 2025, from 9:00 AM – 3:00 PM and Sunday, April 27, 2025, from 9:00 AM – 3:00 PM. Approximately 100 vehicles are expected to go through the site during the two-day event. There will be no admission or parking fees. A copy of the application is attached.

Please return your comments by **Monday, April 21, 2025**. If you have any questions, feel free to contact me:

Phone: 626-430-2278

E-mail: rsilva@irwindaleca.gov

5050 N. Irwindale Avenue, Irwindale, California 91706
(626) 430-2208

Special Event Permit Application

City of Irwindale • Community Development Department

5050 Irwindale Avenue • Irwindale, California 91706 • (626) 430-2208

By completing the information requested, this application will serve as a request for approval of a special event/temporary use permit. Planning Division staff will assist you in completing this application and can be reached at (626) 430-2208. Planning Division counter hours are 8:00 AM to 6:00 PM, Monday through Thursday.

The Planning Division requires that Special Event Permit Applications be completed and submitted for processing and application fee paid at least thirty (30) calendar days prior to the date of the proposed event. **PLEASE NOTE: Applications submitted less than ten (10) calendar days prior to a proposed event WILL NOT be accepted. Submission of a Special Event Permit Application is not a guarantee that your event can be permitted. It is recommended that you do not promote your event until you've received confirmation from the Community Development Department that your event may proceed.**

Event Information

Name of Proposed Event: E- Waste Recycling Event

Location of Event: Parking Lot of Absolute International Security 5155 Irwindale Ave., Irwindale, CA 91706

Event Date(s) and Event Hours: Saturday, April 26 and Sunday, April 27, 9 AM to 3 PM each day.

On-site Contact(s): Casey Shaw

Please give a detailed description of the proposed event. (Attach separate sheets, if necessary.)

A drive-thru electronic waste recycling event.

Please list all temporary equipment (e.g. tents, fencing, canopies, stages, seating equipment, carnival rides, ticket booths, food booths, vendor booths, etc.) or temporary facilities (e.g. restrooms, etc.) that will be used in conjunction with this event. (Please indicate the location of all temporary equipment and temporary facilities on the site plan.)

Pallets, Gaylord Boxes, Table, Tent, Directional Sandwich Signs

Will there be any type of entertainment (live or recorded)? ☐ Y ☒ N If yes, please provide specific details of the nature of entertainment (e.g. names of entertainers, dates and hours of appearance, etc.) and attach a schedule of events.

Will this event consist of any vendors? ☒ Y ☐ N If yes, please indicate the total number of vendors and the type of (sales food or merchandise) that will be conducted during this event. In addition, provide a list of all vendor names, including vendor business address, contact person's name and telephone number. (Please indicate vendor locations on site plan.)

1 Vendor for this event: ATTAN Recycling Company (13941 Norton Ave. Ste. D. Chino, CA 91710) (626) 290-6499

Will alcoholic beverages be sold or served during the event? ☐ Y ☒ N If yes, please indicate the date and hour that alcoholic beverages will be available for consumption. (Please indicate the location of all alcoholic beverage booths on the site plan.)

Is there an admission fee to this event? ☐ Y ☒ N If yes, what is the admission fee? _____ Are tickets being sold in advance? ☐ Y ☒ N If yes, please indicate source of ticket sales. _____

Special Event Permit Application

Is there a parking fee for this event? ☐ Y ☒ N If yes, what is the parking fee? _____

(Please, attach a detailed plot plan of the parking site. Plan should include lane access and exits.)

Is this event being advertised? ☒ Y ☐ N If yes, please indicate the source of advertisement (e.g. radio, television, newspaper, fliers, etc.) Banners, Website, Social Media

Anticipated daily attendance: 100

The City of Irwindale requires private security at all special events. Please submit the company name and the proposed security plan for this event. Plan must include security deployment for the event area, parking site, and traffic control.

Property Owner Certification

I certify that I am presently the legal owner of the above-described property. Further, I acknowledge the filing of this application and certify that all of the above information is true and correct. (If the undersigned is different from the legal property owner, a letter of authorization must accompany this form.)

Sean Liu, Member Manager

Print Name and Title



Signature

5155 Irwindale Ave., Irwindale, CA, 91706

Address

(626) 858-7188

Phone Number

sliu@absolutesecurityintl.com

E-mail Address

4/7/25

Date

Applicant Certification

Any false, misleading or fraudulent statement of material fact in the required application shall be grounds for denial of the application for a special/temporary use permit.

I have used all reasonable diligence in completing this form. I have reviewed the form and to the best of my knowledge the information contained herein is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Ashley Bendanillo, Communications Coordinator

Print Name and Title



Signature

5155 Irwindale Ave., Irwindale, CA, 91706

Address

(626) 960 - 6606

Phone Number

ashley@irwindalechamber.org

E-mail Address

4/7/25

Date

INDEMNIFICATION CLAUSE FOR SPECIAL EVENT PERMIT

The Applicant here after "Indemnitor" agrees to the following indemnification clause:

Indemnitor Irwindale Chamber of Commerce shall indemnify, protect, defend and hold harmless the City of Irwindale (City), its officers, officials, employees, agents and volunteers ("Indemnified Parties") from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of Indemnitor, its officers, agents and/or employees, whether intentional or negligent, (collectively, "Claims") in the performance of this Agreement. In addition to bearing the full cost and expenses of defending the City, the Indemnitor shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs resulting or related to any such Claims.

I HAVE READ AND UNDERSTAND THE ABOVE



DATE

4/7/25

Special Event Permit Application

Minimum Requirement Checklist For SEP Filing

- ☒ 1. Completed Special Event Permit Application – Signed by applicant and property owner.
- ☒ 2. Completed and signed by applicant – "Indemnification Clause for Special Event Permit." (SEP Application Page 2).
- ☒ 3. Attach a detailed site plan of the event; plan should include the following information (if applicable):
 - Location of all temporary equipment
 - Vendor Locations
 - Parking site (Including lane access and exists)
- ☒ 4. Special Event Application fee. SEP application cannot be accepted and processed until required fee is paid.
- ☐ 5. The applicant shall require all vendors that are expected to make any taxable sales transactions at this Irwindale event to complete form **BOR-530-B REV. 4 (10-98) LOCAL TAX ALLOCATION FOR TEMPORARY SALES LOCATIONS AND CERTAIN AUCTIONEERS**, and to submit the completed form to the California State Board of Equalization.
- ☒ 6. The event organizer and all event vendors are required to obtain a City of Irwindale business license. Business license applications must be filed online and have all fees paid prior to the event. Contact (626)430-2252 for additional information. Apply online at <http://www.irwindaleca.gov/index.aspx?NID=186>.
- ☐ 7. The County of Los Angeles Public Health Department requires that the event organizer and all food vendors (including restaurants) participating in the event must obtain a Temporary Food Facility (TFF) permit. LA County Department of Public Health, Environmental Health Division: <http://www.publichealth.lacounty.gov/eh/>

Additional Requirements For Irwindale Speedway & Event Center (aka Irwindale Speedway) Filing

- ☐ 8. All Special Events shall be pre-approved by the City and shall take place in City-approved areas within the Irwindale Speedway & Event Center site.
- ☐ 9. Attach a detailed site plan of the event; plan should include the following information (if applicable):
 - The base for this required site plan shall be the Irwindale Speedway & Event Center Site Plan of Record that was approved by the City or a clear aerial image of the entire site.
 - Description of the parking layout, vehicle circulation details, on-site traffic signage details, and drag strip layout for review and approval by the Planning Department, Public Works/Engineering Department and by the Police Department.
- 10. **Please Note:** If the SEP application for proposed IEC event is submitted less than twenty (20) calendar days before the event, Applicant shall pay an additional fee of \$250.00 for each day the application is late. No SEP applications will be processed if submitted less than ten (10) days in advance.

City Required Accounting For All Admissions And Parking Fees Collected

- ☐ 11. In accordance with Irwindale Municipal Code Section 3.04 the City charges an admissions tax upon every person who pays an admission charge to any place located in the City limits. All Special Events that are charging an admissions fee are required to pay, along with other required application fees, an Admissions Tax deposit equal to 3% of the projected gross income for the proposed event.
- 12. On or before the 15th day of the month following the special event, the applicant will give an accounting to the City of all taxable admissions and parking fees collected for the special event by submittal of the completed "Admissions Tax Monthly Report" form. The Admissions Tax deposit received will be credited towards any additional taxes owed. The form can be found online on the City's website under "Planning" at <http://www.irwindaleca.gov/>.

Cancellation Policy

- 1. Should Event Organizer, for any reason, need to cancel their event; they must provide a written notice of cancellation and must be received in our office no later than ten (10) days prior to the event start date. Cancellations must be in written form; verbal cancellations will not be accepted.
- 2. Please keep in mind that Permit Fees are non-refundable. It is also possible that fees related to Police, Security, and/or Crossing Guard Services will still be incurred.

Additional Information

- ☒ **The City of Irwindale requires a Certificate of Insurance (COI) which must reflect the following.**
 - General liability insurance. Permittee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The City of Irwindale, its officers, officials, agents, and employees shall be included as additional insureds on the policy.

Special Event Permit Application

- Workers' Compensation with limits of \$1 million (Required if the insured has paid employees)
- Liquor Liability required if alcohol will be consumed at the event
- The Description of Operations/Locations, etc. section must include the name of, the location of and the date(s) of the proposed special event.
- The Certificate Holder section must reflect:
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
- **Endorsements:** In addition to the certificate of insurance, the City of Irwindale requires an Additional Insured Endorsement page naming **"The City of Irwindale, its elected officials, representatives, employees and agents" as additional insured** and **"The policy is endorsed with the Waiver of Subrogation in favor of the City of Irwindale, its elected officials, representatives, employees and agents."** You must provide a copy of the actual endorsement. Listing the City as an additional insured on the COI is not sufficient.
- Policy must be issued by an admitted insurer licensed to transact business in the State of California and by an insurer assigned an A.M. Best Rating "Excellent" or better.

This event may be subject to permits, conditions and requirements imposed by other agencies. The City of Irwindale will not issue a special/temporary permit until all applicable permits from the following agencies have been applied for:

City of Irwindale Building & Safety Department	(626) 430-2205
City of Irwindale Police Department	(626) 430-2244, ext. 241
Los Angeles County Fire Department	(626) 574-0949
Los Angeles County Health Department	(626) 813-3380

Upon review of Applicant's application, the City Manager will impose such fees, terms, conditions and restrictions upon the operation and conduct of the special event or temporary use.

Required Fee With Application Submittal

- ☐ \$150 Irwindale resident SEP application fee.
- ☒ \$150 Non-Profit/Charitable Organization SEP application fee. A Non-Profit/Charitable Organization that holds a valid designation under 26 USC 501(c)(3) or its successor.
- ☐ \$500 SEP application fee if application is submitted 20 days or more in advance of the event.
- ☐ **Late Fee:** If the SEP application is submitted less than twenty (20) calendar days before the event, applicant shall pay an additional fee of \$250.00 for each day the application is late. No SEP applications will be processed if submitted less than ten (10) days in advance.

This section is for City of Irwindale's Use Only.			
File No(s): <u>SEP 04-2025</u>		Permit No.: _____	
Received By: <u>Randy Silva</u>		Receipt No.: <u>00176799</u>	
Date: <u>4/7/25</u>		Filing Fee: <u>\$ 150.00 Check #1464</u>	
Departmental Approvals		Date	
☐ Human Resources/Risk Management	_____	☐ Business License	_____
☐ Building & Public Safety	_____	☐ Police Department	_____
☐ Public Works Engineering	_____	☐ Fire Department	_____
☐ Public Works Services	_____		



Special Event and Temporary Use Permit
Building and Safety Department checklist

Please provide the following on your site plan.

Answer the questionnaire at the column to the right. Where "YES" is checked, please contact Building & Safety at (626)430-2205. Items below may be subject to City permit approvals and inspections by the local building inspector.

PARKING LAYOUT

Is parking provided?

☐ YES ☒ NO

Requires accessible parking stall(s)

RESTROOM

Permanent restroom facility available for the public?

☐ YES ☒ NO

Requires accessible restroom

Portable restrooms provided?

☐ YES ☒ NO

Requires accessible portable restroom

GRANDSTAND, STAGE, PLATFORM

Elevated more than 30 inches above finished floor or ground?

☐ YES ☒ NO

TENT/CANOPY

Larger than 120 square feet?

☐ YES ☒ NO

Larger than 4,500 square feet?

☐ YES ☒ NO

STRUCTURES (I.E. SPEAKERS, CANOPIES, ETC.)

Greater than 12 feet in height?

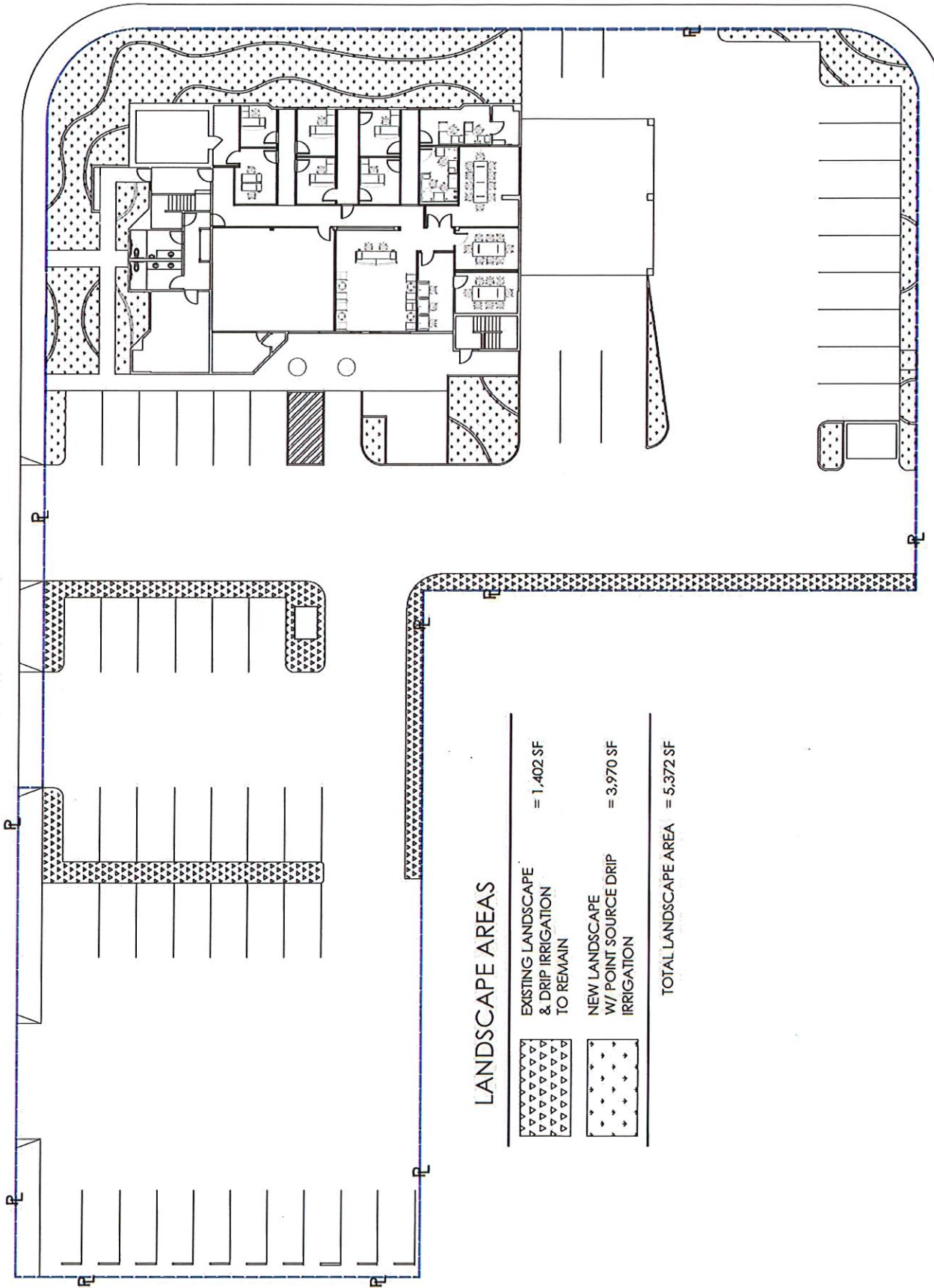
☐ YES ☒ NO

PLUMBING, ELECTRICAL, MECHANICAL

Any proposed work related to plumbing, mechanical, and/or electrical? ☐ YES ☒ NO

ARROW HWY.

IRWINDALE AVE.



LANDSCAPE AREAS

	EXISTING LANDSCAPE & DRIP IRRIGATION TO REMAIN	= 1,402 SF
	NEW LANDSCAPE W/ POINT SOURCE DRIP IRRIGATION	= 3,970 SF
TOTAL LANDSCAPE AREA		= 5,372 SF

LANDSCAPE AREA = 5,372 s.f.

LOT SIZE = 39,865 s.f. (0.92 acre)

SITE PLAN

SCALE: 1/16" = 1'-0"



**Standard Operating Procedure
Electronic Waste Collection Event
Traffic Management Plan**

Event Date: (Saturday & Sunday)
Event Time: From 9:00 am to 3:00 pm
Event Location: Absolute Security International (ICOC Parking Lot)
5155 Irwindale Ave.
Irwindale, CA 91706

The following is a Standard Operating Procedure developed for the purpose to maximize efficiency in the operation process of our electronic waste [e-waste] collection event, and more importantly to ensure the safety of the community and participants partaking in this event. This Standard Operating Procedure will include a complete Traffic Management Plan (Traffic Flow and Layout), Event Operation and Logistic.

Traffic Management Plan

Our **Traffic Management Plan** establishes and outlines the activities that occur during our collection event, and procedures in which our staff takes during the event in order to ensure the success and safety of our collection event.

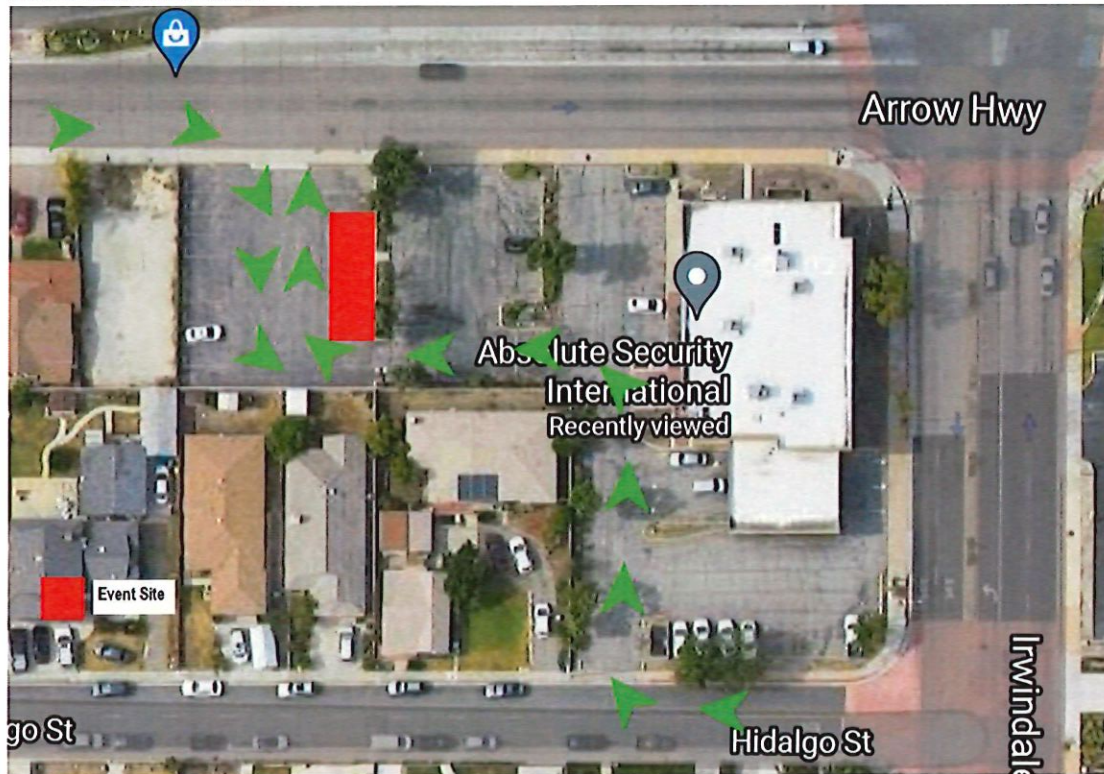
- 1) This electronic waste recycling event is a drive-thru event where participants do not need to leave their vehicles.
- 2) It is essential that the participating vehicles do not disrupt the regular on-going traffic within the parking lot and streets surrounding the event site. Thus, we developed the actual area of drop-off at the most convenient and safest possible location that minimizes traffic congestion and possibility of accidents.
- 3) Our event layout includes floor signs clearly indicating an entrance and exit way for participating vehicles to follow along with our cones. We will have 3x directional floor signs and 2x enter/exit signs at the collection event.
- 4) The entrance will contain a traffic control 'booth' to direct incoming participants to the 'Receiving Area'.
- 5) The 'Receiving Area' is designated as a distribution point of the State of California mandatory end-user verification form (198 Log) that requires participants provide their residency information to the state and verify their e-waste donations and discards. Event staffs will also, at this juncture, collect and unload all e-products intended for disposal, while participants complete their mandatory information to the state.
 - a. Upon arrival at the "Receiving Area" participants will remain in their vehicles and our staff will unload the electronic devices they have within their vehicle.
 - b. The unloading of electronic devices and verification will take approximately 30 seconds to 1 minute per vehicle, depending on the amount and volume of the devices within the vehicle.

Traffic Management Plan Continued

- 6) The "Receiving Area" will take up 6 parking stalls worth of space.
 - a. 4 stalls will be allocated to pallets/gaylord boxes to organize e-devices
 - b. 2 stalls will be allocated to event equipment and supplies
 - c. The dimensions of each stall is approximately 9 feet by 18 feet, which makes it 162 square feet. Therefore the total dimension required for the "Receiving Area" is approximately 972 square feet.
- 7) Orange traffic cones will be used to reinforce the directions and divisions of lanes leading up to the drop-off point ('Receiving Area' [as seen on the "event site close up" picture).
 - a. Orange traffic cones serve as a dividing line to split the lane into two so that participants and oncoming traffic do not interfere with one another.
 - b. We will only occupy and set up our "Receiving Area" one side rather than both sides (same as the picture on the right side under "event site close-up")
 - i. The other side of the lane will be free to ongoing traffic as to not cause traffic congestion or interference with ongoing traffic flow.
- 8) Upon completion of unloading the e-waste donations and verifying participant residency information, participants are directed to exit our receiving area and into the remainder of the parking lot.
- 9) This event and our receiving area will not impede on the ongoing activities and traffic of the current commercial store fronts.

Standard Operating Procedure For Electronic Waste Collection Event Traffic Management Plan

Event Site Overview:



Event Site Close-up: Example set-up



*For demonstration of lane splitting with traffic cones
(2 side setup does not apply to this event)*



Receiving Area setup for this Event (1 side setup only)

Standard Operating Procedure For E-Waste Collection Event

Event Operation (Staff, Supplies and Equipment) and Logistic

Aside from the pre-promotional effort by the administrative group, adequate professional staffs and equipment are also key elements that will determine an efficient and successful operation. The event requires a collective effort of the entire team, from the traffic controllers, to the unloading and packing personnel, equipment operators, and sign in team. It is the entire group effort that will ensure a well-organized, well-executed, and most importantly a safe operation. The following are essential lists of staff, equipment, supplies required for the event:

Event Staff

- 1) Coordinator (1)
- 2) Unloading and packing personnel (1-2)
- 3) Driver/Equipment operators (1-2)

Supplies and Equipment

- 1) 53 ft. Truck with Back-lift (Optional)
- 2) 30 ft. Truck with Back-lift (1-2) - on rotation and will not remain on event site
- 3) Orange Traffic Cones (10)
- 4) Entrance and Exit Sandwich Signage (2)
- 5) Pallet Jack (1)
- 6) Pallets, Gaylord Boxes (30 of Each)
- 7) Shrink Wrap (3-5 Boxes)
- 8) Fire Extinguishers (2)
- 9) First Aid Kits (1)
- 10) EZ-up Tents (1-2)
- 11) Chairs (1-2)

Actual event hours start at 9:00am and lasts until 3:00pm. Our even staff and Truck(s) with supplies and equipment will be on premise at 8:30 am to set up. The event closing and clean up, however, will depend upon the volume of e-waste that we collect.

All e-waste identified as Cathode Ray Tube/Cover Electronic Waste (CRT/CEW) including; television monitors and computer monitors will be palletized and shrink wrapped, then immediately loaded onto our company trucks once the pallets are filled. Other Electronics such as computer towers will also be separately palletized and shrink wrapped as well. While the smaller electronics and household products identified as Other Electronics such as keyboards, cell phones, motherboards, home entertainment systems, household appliances and lose electronic devices will be placed into Gaylord boxes (on top of pallets) and loaded onto our trucks once they are full. The e-waste will be transported directly to ARC recycling facility and undergo the recycling process.

City of Irwindale Fee Adjustment Policy

The City of Irwindale would like to encourage investment in community events, as well as development and improvements to facilities used by local, not-for-profit or charitable organizations which cater to the residents and businesses of the City. To achieve this goal, the City is implementing this Fee Adjustment Policy to provide cost reduction for those non-profit organization applicants, which are taking action to improve and develop their properties and/or the community. Additionally, the City would like to encourage individuals to improve their residential properties and acknowledges that certain incentives may be necessary to accomplish certain improvements, such as adjustments to applicable permit fees. This policy is based on the premise that, in exchange for improvements to property, the community and structures within the City, the City may provide relief from some of the costs associated with building improvements, developments and community events occurring in the City.

I. ADJUSTMENTS ARE AVAILABLE FOR THE FOLLOWING FEES

To achieve the City's goal of encouraging community events, building improvements and development in the City, the following fees are available for waiver or reduction in an amount deemed appropriate by the City Council pursuant to the criteria in this Policy:

- A. Building permits
- B. Plan check fees
- C. Conditional use permit
- D. Development permits
- E. Electric permit
- F. Plumbing permit
- G. Grading permit
- H. Any other fee the City may deem necessary to achieve the stated goals of this Policy

II. CRITERIA FOR CONSIDERATION

The City Council may grant fee waivers or reductions of fees for applicants who directly or indirectly invest money in the City, when such waiver or reduction would serve a public purpose. The following criteria must be established to qualify for a fee waiver or fee reduction:

1. Applicants for fee waivers or reductions must be:
 - a. Recognized by the Internal Revenue Service as a not-for-profit organization or charitable organization, or
 - b. Property owners or prospective owners within the City.
2. Fee waivers or reductions may be granted for improvements or developments within City limits that can be shown, through documentary proof, to meet the criteria of subsection 2.a or 2.b below:

- a. Benefit the community. This includes, but is not limited to, circumstances where the applicant:
 - i. Supports civic or community programs for the City's residents, or businesses;
 - ii. Provides financial assistance to the City's residents or businesses; or
 - iii. Improves the condition of property or availability of affordable housing within the City.
- b. Provide a public service or otherwise promote the public health, safety and welfare. This includes, but is not limited to, circumstances where the individual or entity provides needed donations or other assistance to residents and businesses of the City in areas such as:
 - i. health care;
 - ii. counseling services;
 - iii. abatement of dangerous or unhealthful living or working conditions, including but not limited to those constituting violations of the Irwindale Municipal Code;
 - iv. affordable housing;
 - v. transportation needs of residents or employees; or
 - vi. nutrition needs of residents.

III. PROCESS FOR CONSIDERATION

An individual or organization wishing to be considered for a fee waiver or adjustment should complete a fee adjustment application and submit it to the Deputy City Clerk. The City Manager will review the request and, if it meets the criteria of this Policy, agendaize the item for City Council review and consideration under the guidelines of this Policy. If the City Council finds that all the requirements have been met, the waiver will be granted and processed along with the permit application. Alternatively, the City Council may reduce such fee in an amount it deems appropriate based upon its assessment of the level by which the proposed activity meets the criteria outlined in this Policy. The decision of the City Council on any fee waiver or reduction shall be final.

**City of Irwindale
Application for Fee Adjustment**

Property Owner Absolute International Security

Address 5155 Irwindale Ave., Irwindale, CA, 91706

Phone (626) 858-7188

Location of property to be improved/developed: _____

Absolute International Security Parking Lot (5155 Irwindale Ave., Irwindale, CA, 91706)

Name and description of organization (if applicable):

Irwindale Chamber of Commerce, a 501c(6) non-profit organization

Improvement or development to the property:

Drive-thru E-Waste Recycling Event, a free event open to the community.

Fee(s) requesting to be waived:

Special Event Permit Application Fee of \$150.00

Public purpose served by improvement or development (attach documents that establish the benefit to the community or the promotion of the public health, safety, and welfare, or the public service that will be provided):

Benefit the Community: Supplying residents, local businesses and community members an opportunity to safely recycle their old electronics.

Item #19.F.

City of
IRWINDALE
AGENDA REPORT

Date: April 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Appropriation of Supplemental Law Enforcement Services Funds for the Citizens' Option for Public Safety (COPS) Program

City Manager's Recommendation:

Adopt **Resolution No. 2025-34-3622** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING REVENUES, INTEREST, AND AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$202,613.97 FOR FISCAL YEAR 2024-25 OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZENS' OPTION PUBLIC SAFETY (COPS) PROGRAM."

Administrative Action:

Submitted by:

Christopher Hofford, Chief of Police



Prepared by:

John Fraijo, Police Captain



Reviewed by:

Adrian R. Guerra, City Attorney

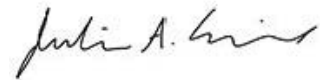


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The State of California Citizens' Option for Public Safety (COPS) Program was enacted pursuant to AB 3229. The COPS Program provides a supplemental funding source for local governments for the purpose of ensuring public safety. There is no guarantee that this will be a continued funding source for the long term. For fiscal year (FY) 2024-25, the City of Irwindale Police Department received \$194,663.46 which is required to be used for "front-line municipal police services." These funds must supplement existing services and cannot be used to supplant any existing funding for law enforcement services. COPS program funding for FY 2024-25 has earned interest in the amount of \$7,950.51 from the City's pooled investment accounts, which also must be allocated for "front-line municipal police services."

California Government Code Sections 30061 through 30065 establish guidelines for the receipt and expenditure of COPS program funding. This Code requires the City Council to certify approval of the COPS expenditure plan separate from the normal City budget process.

The following is the proposed COPS program expenditure plan for FY2024-25, with some of these items presented as part of the police department's Capital Improvement Plan:

- The purchase of police service vehicles and outfitting the vehicles with emergency lighting equipment, radios, computers, and public safety supplies.
- The purchase of police radios and computer system maintenance costs.
- Contribute towards the purchase of a replacement server to support IT Services.

The COPS program funding received from the state, along with the interest allocated at year-end, amounts to a total of \$202,613.97. Appropriation of these funds will allow the police department to expend these monies in FY 2024-25 and carry over any unexpended funds to FY 2025-26.

Fiscal Impact:

Appropriating the COPS program funding received for FY 2024-25 will allow the Police Department to use these funds for supplemental technology and other equipment for its patrol operations. These expenditures would otherwise need to be funded by the General Fund, thereby resulting in a savings of General Fund monies.

The attached resolution allows for the receipt of, and an appropriation of \$202,613.97 in COPS revenue and interest for fiscal year 2024-25 to be distributed to the City's expenditure accounts as follows:

- \$80,000.00 to Computer Systems Account No. 36-35-371-44300-0000
- \$60,000.00 to Operating Supplies Account No. 36-35-371-42200-0000
- \$62,613.97 to Vehicle Account No. 36-35-371-44400-0000

Attachments:

1. Resolution 2025-34-3622

RESOLUTION NO. 2025-34-3622
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
RECORDING REVENUES, INTEREST, AND AUTHORIZING AN
APPROPRIATION IN THE AMOUNT OF \$202,613.97 FOR FISCAL YEAR
2024-25 OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS
FOR THE CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) PROGRAM

WHEREAS, the Irwindale Police Department wishes to enhance the quality of service to the community by using funds from the Citizens' Option for Public Safety (COPS) Program to supplement the Police Department budget; and

WHEREAS, the City of Irwindale has received \$194,663.46 from the State of California COPS Program, which is funded for the 2024-25 fiscal year, and COPS program funding has earned interest amounting to \$7,950.51; and

WHEREAS, the COPS program funds must be utilized by the Police Department for "front-line municipal law enforcement services" and cannot be used to supplant funding for other law enforcement services or programs; and

WHEREAS, the Police Department proposes to utilize these funds for the purchase of police service vehicles and outfitting those vehicles with emergency lighting equipment, radios, computers and public safety supplies; and

WHEREAS, in total, COPS program funding received from the state in conjunction with property tax allocations throughout the year, as well as the interest allocated at year-end, amounts to \$202,613.97. Any remaining funds after any capital expenditures for the proposed police service equipment and supplies will be invested in accordance with COPS program requirements.

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

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

SECTION 2. The State of California Citizens' Option for Public Safety (COPS) Program funds and earned interest from such funds are hereby accepted and shall be recorded into the City budget as revenue. The funds are hereby appropriated to expenditure account(s):

- \$80,000.00 to Computer Systems Account No. 36-35-371-44300-0000
- \$60,000.00 to Operating Supplies Account No. 36-35-371-42200-0000
- \$62,613.97 to Vehicle Account No. 36-35-371-44400-0000

SECTION 3. The COPS program funds shall be utilized for police service vehicles and outfitting the vehicles with emergency lighting equipment, radios, computers and public safety supplies, for the purchase of police radios, computer system maintenance costs and to contribute towards the purchase of a replacement server to support IT Services.

SECTION 4. Any remaining COPS program funds after any capital expenditures for the proposed police service equipment and supplies described in Section 1 and 2 herein will be invested in accordance with COPS program requirements.

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

PASSED, APPROVED AND ADOPTED this 23rd day of April, 2025.

Larry G. Burrola, 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. 2025-34-3622 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 23rd day of April, 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto
Chief Deputy City Clerk

Item #21.A.

City of
IRWINDALE
AGENDA REPORT

Date: April 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Resolution of Intention to Approve an Amendment to the Contract Between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Irwindale; and Introduction (First Reading) of An Ordinance Authorizing an Amendment to the Contract Between the City Council of the City of Irwindale and the Board of Administration of the California Employees' Retirement System

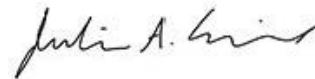
City Manager's Recommendation:

(1) **Adopt Resolution No. 2025-33-3621** titled, "A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF IRWINDALE"; and (2) **Introduce by title only and waive further reading of Ordinance No. 794**, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM."

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager



Prepared by:

Mary Hull, Human Resources/Risk Manager



Reviewed by:

Adrian R. Guerra, City Attorney

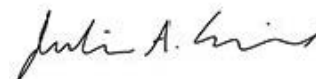


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

CalPERS administers retirement benefits for California's public employees, including those working for the City of Irwindale. The City's contract with CalPERS outlines the provision of retirement benefits, specifying contribution rates and cost-sharing arrangements for all covered employees. In light of CalPERS' financial challenges and those faced by its member agencies, Government Code Section 20516 permits cost-sharing agreements between contracting agencies and employees to help address the rising costs of retirement benefits and unfunded liabilities.

As part of the ongoing efforts to maintain fiscal responsibility and ensure the sustainability of pension benefits, the City and its labor groups successfully negotiated terms to share a portion of the employers' CalPERS retirement costs between the City and its employees. These terms were officially incorporated into the 2024-2027 Memoranda of Understanding (MOU) with the three recognized labor groups. On March 12, 2025, the City Council adopted Resolution Nos. 2025-19-3607 and 2025-20-3605, extending similar cost-sharing provisions to unrepresented executive and management employees, ensuring alignment with the agreements made with the City's recognized labor groups. The cost-sharing provisions for Fiscal Year 2025-26 are as follows:

Classification Type	Additional Cost Share Amount
Classic Miscellaneous	1.0%
PEPRA Miscellaneous	0.5%
Classic Safety	1.5%
PEPRA Safety	1.0%

To implement the cost-sharing provisions, the City's contract with CalPERS must be amended, which requires several steps. First, the City Council must adopt a Resolution of Intent and conduct the first reading of the ordinance to amend the CalPERS contract. Since this amendment impacts employee contribution rates, a secret ballot election must be held among affected employees. This election will take place after the Resolution of Intent is adopted, but before the final documents are approved. The ordinance will then return to the City Council for a second reading and adoption on May 14, 2025. Once adopted, the contract amendment will take effect 30 days later, with the new cost-sharing provisions commencing July 6, 2025.

Although additional cost-sharing provisions were also negotiated for Fiscal Year 2026-27, CalPERS does not allow multi-year amendments. As a result, the process will be repeated in the spring of 2026 to amend the City's contract with CalPERS for the FY 2026-27 period.

Fiscal Impact:

Cost share of the employers' contribution by the affected employees is estimated to provide an overall savings for Fiscal Year 2025-2026 of \$124,394 across all funds, roughly \$99,515 of that within the General Fund.

Attachments:

1. Resolution No. 2025-33-3621
2. CalPERS Contract Amendment
3. Ordinance No. 794

RESOLUTION NO. 2025-33-3621

**A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO
THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF
THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND
THE CITY COUNCIL OF THE CITY OF IRWINDALE**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide 20516 (Employees Sharing Additional Cost) of 1% for classic local miscellaneous members and .5% for new local miscellaneous members in the Unrepresented Management group; 1% for classic local miscellaneous members and .5% for new local miscellaneous members in the Unrepresented Executive group; 1% for classic local miscellaneous members and .5% for new local miscellaneous members in the Irwindale Management Employees Association; 1% for classic local miscellaneous members and .5% for new local miscellaneous members in the Irwindale City Employees Association; 1% for classic local miscellaneous members and .5% for new local miscellaneous members in the Irwindale Police Officers' Association; 1.5% for classic local police members and 1% for new local police members in the Unrepresented Management group; 1.5% for classic local police members and 1% for new local police members in the Irwindale Management Employees Association; 1.5% for classic local police members and 1% for new local police members in the Irwindale Police Officers' Association.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Irwindale does hereby give notice of intention to approve an amendment to the contract between the City of Irwindale and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

SECTION 1. The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 23rd day of April 2025.

Larry G. Burrola, Mayor

ATTEST:

Laura 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. 2025-33-3621 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 23rd day of April 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



EXHIBIT

**California
Public Employees' Retirement System**

AMENDMENT TO CONTRACT

**Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Irwindale**

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective November 22, 1964, and witnessed October 20, 1964, and as amended effective July 1, 1974, December 21, 1980, March 11, 1984, June 1, 1986, June 13, 1986, June 30, 1993, August 24, 1997, June 10, 2001, September 8, 2002, and May 1, 2011, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 14 are hereby stricken from said contract as executed effective May 1, 2011, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:
 - 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 55 for classic local fire members, age 50 for classic local police members, and age 57 for new local safety member.

2. Public Agency shall participate in the Public Employees' Retirement System from and after November 22, 1964, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to March 31, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member shall be determined in accordance with Section 21369 of said Retirement Law (2% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local police member shall be determined by Section 21362.2 of said Retirement Law (3% at age 50 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local police member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local fire member shall be determined in accordance with Section 7522.25(b) of said Retirement Law (2% at age 57 Full).
12. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation) for classic local fire members and for those classic local miscellaneous members and classic local police members entering membership on or prior to May 1, 2011.
 - b. Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - c. Section 21427 (Improved Nonindustrial Disability Allowance) for those members who retired on non-industrial disability after June 14, 1975.
 - d. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).
 - e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members only.

- f. Section 21024 (Military Service Credit as Public Service).
- g. Section 20475 (Different Level of Benefits); Section 20037 (Three-Year Final Compensation) is applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after May 1, 2011.

Section 20037 (Three-Year Final Compensation) is applicable to classic local police members entering membership for the first time with this agency in the police classification after May 1, 2011.

- h. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Unrepresented Management group.

From and after the effective date of this amendment to contract, .5% for new local miscellaneous members in the Unrepresented Management group.

From and after the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Unrepresented Executive group.

From and after the effective date of this amendment to contract, .5% for new local miscellaneous members in the Unrepresented Executive group.

From and after the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Irwindale Management Employees Association.

From and after the effective date of this amendment to contract, .5% for new local miscellaneous members in the Irwindale Management Employees Association.

From and after the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Irwindale City Employees Association.

From and after the effective date of this amendment to contract, .5% for new local miscellaneous members in the Irwindale City Employees Association.

From and after the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Irwindale Police Officers' Association.

From and after the effective date of this amendment to contract, .5% for new local miscellaneous members in the Irwindale Police Officers' Association.

From and after the effective date of this amendment to contract, 1.5% for classic local police members in the Unrepresented Management group.

From and after the effective date of this amendment to contract, 1% for new local police members in the Unrepresented Management group.

From and after the effective date of this amendment to contract, 1.5% for classic local police members in the Irwindale Management Employees Association.

From and after the effective date of this amendment to contract, 1% for new local police members in the Irwindale Management Employees Association.

From and after the effective date of this amendment to contract, 1.5% for classic local police members in the Irwindale Police Officers' Association.

From and after the effective date of this amendment to contract, 1% for new local police members in the Irwindale Police Officers' Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

13. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on December 21, 1980. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

15. Public Agency shall also contribute to said Retirement System as follows:

- a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
- b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
- c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF IRWINDALE

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

ORDINANCE NO. 794

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY
COUNCIL OF THE CITY OF IRWINDALE AND THE BOARD OF ADMINISTRATION
OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

The City Council of the City of Irwindale does ordain as follows:

Section 1. That an amendment to the contract between the City Council of the City of Irwindale and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 2. The Mayor of the City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 3. This Ordinance shall take effect thirty (30) days after the date of its adoption, and prior to the expiration of fifteen (15) days from the passage thereof shall be posted, in accordance with law, and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED and ADOPTED this 23rd day of April 2025.

Larry G. Burrola, Mayor

ATTEST:

Laura 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, California, do hereby certify that the forgoing Ordinance No. 794, was duly introduced at a regular meeting of the City Council held on the 23rd day of April 2025, and was duly passed at a regular meeting of the City Council of the City of Irwindale held on the 14th day of May 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 794 adopted by the City Council of the City of Irwindale at its regular meeting held _____, 2025, to be posted at the City Hall, Library, and Post Office on _____, 2025.

Laura Nieto, MMC
Chief Deputy City Clerk

Dated: _____

City of
IRWINDALE
AGENDA REPORT

Date: April 23, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: BESS Urgency Ordinance No. 793

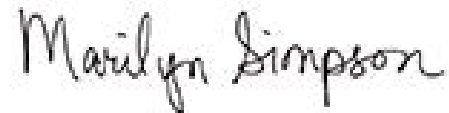
City Manager's Recommendation:

Direct the City Attorney to read the title of the ordinance, waive further reading of the ordinance, and **adopt the ordinance as an urgency measure by a roll call vote with a minimum 4/5 vote for Urgency Ordinance No. 793**, entitled "AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING SECTIONS 17.56.020 ("USES REQUIRING A CONDITIONAL USE PERMIT") AND 17.56.025 ("USES REQUIRING A DEVELOPMENT AGREEMENT") OF CHAPTER 17.56 ("M-2 HEAVY MANUFACTURING ZONE") AND ADOPTING CHAPTER 17.140 ("BATTERY ENERGY STORAGE SYSTEMS") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE REGULATING BATTERY ENERGY STORAGE SYSTEMS IN M-2 ZONES AND FINDING THE URGENCY ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT" The ordinance is exempt from the California Environmental Quality Act, Pursuant to State CEQA Guidelines Section 15061(B)(3).

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director



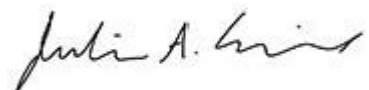
Prepared / Reviewed by:

Adrian R. Guerra, City Attorney



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On November 13, 2024, a Joint Study Session was held with the City Council and the Planning Commission regarding Battery Energy Storage Systems (BESS). Information was presented by the Executive Director of Clean Coalition, a nonprofit organization specializing in renewable energy options.

On December 11, 2024, the City Council held a public workshop on BESS. Information was presented by Los Angeles County Fire Department staff members Firefighter Specialist Joshua Costello and Central Region Battalion Chief Frank Garrido, and Craig Lewis from Clean Coalition.

On February 12, 2025, the City Council held a discussion on regulating Battery Energy Storage Systems (BESS). The Council directed staff to research and report back on jurisdictions that have adopted an ordinance on BESS.

On February 26, 2025, the City Council reviewed several adopted ordinances from public agencies in California and outside California. After discussion, the City Council directed staff to prepare a BESS Ordinance for the Irwindale.

A BESS facility enables power system operators/utilities to store energy for later use. A BESS facility collects and stores excess energy from a powerplant and/or from a power grid. Energy storage would take place during periods when the demand for electricity is low. During periods of high demand, BESS facilities discharge or distribute the stored energy back into the power grid. A BESS facility may be constructed and operated by an entity that is separate from the energy/utility provider. Siting for a BESS facility can be adjacent, or in proximity, to a specific powerplant or substation.

The configuration of BESS facilities can vary, but the preferred configuration is to have the battery modules within individual containers versus battery modules within an enclosed building. The containers have the appearance and dimensions similar to a standard shipping container (approximately 40 feet long x 8 feet wide x 9.5 feet high). The number of containers can vary. They can be lined up in a row or clustered together. On-site non-public roads and/or drive aisles would be limited to service and general access to the containers and provide separation between the containers. Separate accessory buildings for operations and maintenance would be located on the site.

Ordinance No. 793

The Ordinance outlines certain development standards and regulations for a BESS facility. Regulations include application procedures, definitions, land use and siting standards, permitting, environmental compliance, safety and certifications, and decommissioning. A requirement for BESS requires the applicant to enter into a Public or Community Benefit Agreement, which may include funding for specific community improvements and amenities. Processing an application for a BESS facility would be via a Development Agreement, a Conditional Use Permit, unless otherwise designated in a specific plan, and a Site Plan and Design Review Permit.

The Ordinance complies with Senate Bill SB38 that requires that each Battery Energy Storage Facility located in the State have an emergency response and emergency action plan that covers the premises of the battery energy storage facility. The owner or operator of the facility, in developing the plan, is

required to coordinate with local emergency management agencies, uniform program agencies, and local first response agencies and submit the plan to the City for review.

Adoption as an Urgency Ordinance

In 2022, California passed Assembly Bill 205 (AB 205), in Public Resources Code §25545 et seq. allowing developers of energy storage system facilities capable of storing 200 megawatt-hours or more to “opt in” to direct permitting through the California Energy Commission (CEC). If the CEC approves a project, the “opt-in” certification would be in lieu of any application, license, or permit required by the City. The CEC’s process intends to streamline review, by requiring environmental review under CEQA be completed within 270 days after the application is deemed complete, subject to certain limited extensions. The legislation does require that any “opt-in” application be forwarded to the City for review and comment.

Accordingly, to ensure that the City has regulations in place immediately to protect the public safety, health, and welfare of the community and for a developer to consider as an option versus the CEC alternative, staff is further recommending that this Ordinance be adopted as an urgency measure in accordance with Government Code sections 36934 and 36937. An urgency measure is authorized for the immediate preservation of the public peace, health or safety and shall take effect immediately upon a four-fifths vote of the City Council.

Here, enacting the Ordinance through the regular procedure (i.e. two readings and waiting thirty days for said ordinance to become effective) will be detrimental to the public peace, health or safety because, during that period, the processing and approval of applications for BESS facilities may be established via the CEC process without the benefit of the implementation of proper use regulations by the City and, as a result, such a development may impact the community. It is therefore necessary that this Ordinance go into effect immediately upon adoption for the immediate preservation of the public peace, health or safety.

Environmental Review:

In accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the Project is exempt from the provisions of CEQA pursuant to Section 15061 (b)(3), which states that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is NOT subject to CEQA. In this case, the ordinance has no potential resulting in physical change in the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City’s boundaries.

Fiscal Impact:

No fiscal impact is anticipated with the adoption of Ordinance No. 793.

Attachments:

1. Irwindale BESS Ordinance 4.23.25 Final

ORDINANCE NO. 793

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING SECTIONS 17.56.020 (“USES REQUIRING A CONDITIONAL USE PERMIT”) AND 17.56.025 (“USES REQUIRING A DEVELOPMENT AGREEMENT”) OF CHAPTER 17.56 (“M-2 HEAVY MANUFACTURING ZONE”) AND ADOPTING CHAPTER 17.140 (“BATTERY ENERGY STORAGE SYSTEMS”) OF TITLE 17 (“ZONING”) OF THE IRWINDALE MUNICIPAL CODE REGULATING BATTERY ENERGY STORAGE SYSTEMS IN M-2 ZONES AND FINDING THE URGENCY ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the existing provisions of the City of Irwindale Municipal Code do not address battery energy storage facilities; and

WHEREAS, there is a growing demand for Battery Energy Storage Systems (BESS) in the State of California because of the need for more renewable electricity to meet the state’s clean energy objectives and to ensure the reliability of its electric grid, among other factors; and

WHEREAS, a BESS facility captures energy from the grid, stores it, and later releases it to supply electricity or other grid services when needed, usually during periods of high demand. This process can enhance the reliability and efficiency of the electric grid while also potentially stabilizing power rates; and

WHEREAS, the City of Irwindale (“City Council”) recognizes that the City of Irwindale (“City”) has seen a rise in inquiries and applications for development of BESS facilities; and

WHEREAS, the City recognizes a need to establish adequate policies and standards in place for the development of BESS facilities in order to protect the health, welfare, safety, and quality of life for the general public, to ensure compatible land uses in the areas affected by energy storage facilities and to mitigate the impacts of energy storage facilities on the environment; and

WHEREAS, to ensure that the City has regulations in place immediately to protect the public safety, health, and welfare of the community, this Ordinance shall be adopted as an urgency measure in accordance with Government Code sections 36934 and 36937. An urgency measure is authorized for the immediate preservation of the public peace, health or safety and shall take effect immediately upon a four-fifths vote of the City Council.

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

SECTION 1. The facts set forth in the recitals in this Ordinance are true and correct and incorporated herein by this reference.

SECTION 2. Urgency Findings.

A. The City Council finds that there is a current and immediate threat to public safety, health, and welfare posed by the development of battery energy storage systems, which is a new technology currently developing.

B. In 2022, California passed Assembly Bill 205 (AB 205), in Public Resources Code §25545 et seq. allowing developers of energy storage system facilities capable of storing 200 megawatt-hours or more to “opt in” to direct permitting through the California Energy Commission (CEC). If the CEC approves a project, the “opt-in” certification would be in lieu of any application, license, or permit required by the City. The CEC’s process intends to streamline review, by requiring environmental review under CEQA be completed within 270 days after the application is deemed complete, subject to certain limited extensions. The legislation does require that any “opt-in” application be forwarded to the City for review and comment.

C. Accordingly, to ensure that the City has regulations in place immediately to protect the public safety, health, and welfare of the community and for a developer to consider as an option versus the CEC alternative, an urgency measure in accordance with Government Code sections 36934 and 36937 is necessary. An urgency measure is authorized for the immediate preservation of the public peace, health or safety and shall take effect immediately upon a four-fifths vote of the City Council.

D. Enacting this Ordinance through the regular procedure (i.e. two readings and waiting thirty days for said ordinance to become effective) will be detrimental to the public peace, health or safety because, during that period, the processing and approval of applications for BESS facilities may be established via the CEC process without the benefit of the implementation of proper use regulations by the City and, as a result, such a development may impact the community. It is therefore necessary that this Ordinance go into effect immediately upon adoption for the immediate preservation of the public peace, health or safety.

SECTION 3. Amendment of Code. The City Council hereby approves and amends Section 17.56.020 (“Uses requiring a conditional use permit”) of Chapter 17.56 (“M-2 Heavy Manufacturing Zone”) of Title 17 (“Zoning”) of the Irwindale Municipal Code, which shall now read in its entirety as follows:

“17.56.020 Uses requiring a conditional use permit.

Because of considerations of smoke, fumes, dust, vibration, noise, traffic congestion, or hazard, the establishment and operation of the following uses in the M-2 (heavy manufacturing) zone shall not be permitted unless a conditional use permit authorizing such use has been granted:

1. Acid manufacture;
2. Agricultural contractor equipment, sale or rental or both;
3. Alcohol manufacture, other than for human consumption (excluding beer manufacture);
4. Asphalt plants;
5. Automobile forwarding;
6. Batching plants;
7. Blacksmith shops;
8. Blast furnaces or coke ovens;
9. Boiler works;
10. Breweries;
11. Brick tile, cement block or terra cotta manufacture;
12. Building material sales and storage yards;
13. Cement, lime, gypsum or plaster of paris manufacture;
14. Concrete and concrete products manufacture;
15. Contractor's storage yards;
16. Distillation of bones;
17. Drop forge industries;
18. Explosives, manufacture or storage;
19. Feed and fuel yards;
20. Gas manufacture or storage;
21. Iron, steel, brass or copper fabrication plants;
22. Iron, steel, brass or copper foundries;
23. Lumber yards (no planing mills or burners);
24. Machinery storage yards;
25. Manufacture of prefabricated buildings;
26. Mills, planing;
27. Oil extraction plants;
28. Paint, oil, shellac, turpentine or varnish manufacture;
29. Paper pulp manufacturing;
30. Petroleum or its fluid products, wholesale storage;
31. Petroleum refining;
32. Plumbing supply yards;
33. Quarries;
34. Recycling facilities;
35. Rubber, reclaiming, or the manufacture of synthetic rubber or its constituents;
36. Steam electric generating stations;
37. Storage space for transit and transportation equipment;
38. Tire rebuilding, recapping and retreading;
39. Truck transportation yards or terminals;
40. Vehicle towing facilities, not a part of service stations or automobile wrecking or dismantling yards;
41. Wineries.
42. Material recovery facilities/transfer stations (MRF/TS), conditional use permit or development agreement, if said facility is also approved in

- conjunction with a franchise agreement and subject to all requirements of Section 17.56.025.
43. Material recovery facilities/transfer stations (MRF/TS), conditional use permit or development agreement, if said facility is also approved in conjunction with a franchise agreement and subject to all requirements of Section 17.56.025.
 44. Battery energy storage systems subject to all requirements of Chapter 17.140, unless otherwise designated in a specific plan.”

SECTION 4. Amendment of Code. The City Council hereby approves and amends 17.56.025 (“Uses requiring a development agreement”) of Chapter 17.56 (“M-2 Heavy Manufacturing Zone”) of Title 17 (“Zoning”) of the Irwindale Municipal Code which shall now read in its entirety as follows:

“17.56.025 Uses requiring a development agreement.

The uses listed below shall be allowed in the M-2 zone with a development agreement that (i) meets the requirements of Government Code Sections 65864—65869.5, and (ii) includes development standards that ensure the public's health, safety and welfare and that any development is consistent with the city's general plan and any other applicable land use plan(s):

1. Material recovery facility/transfer station, if said facility is also approved in conjunction with a franchise agreement granting a limited, non-exclusive or exclusive franchise for operation of said material recovery facility/transfer station.
2. Battery energy storage systems, subject to all requirements of Chapter 17.140. In addition to a development agreement, a battery energy storage system shall also be subject to a conditional use permit or incorporated into a specific plan.

Nothing in this section is intended to limit other uses that may be included in a development agreement as otherwise allowed in Sections 17.56.010 and 17.56.020 for the M-2 zone.”

SECTION 5. Adoption of Code. The City Council hereby adopts and adds a new Chapter 17.140, entitled “Battery Energy Storage Systems (BESS)” to Title 17, entitled “Zoning,” of the Irwindale Municipal Code to read in its entirety as set forth in Exhibit “B”, and incorporated herein as though set forth in full.

“CHAPTER 17.140 - Battery Energy Storage Systems (BESS)”

Contents:

17.140.010 Purpose

17.140.020 Applicability

17.140.030 Definitions
17.140.040 Development Standards
17.140.050 Required Findings
17.140.060 Conditions of Approval
17.140.070 Emergency Response and Action Plan
17.140.080 Financial Assurance
17.140.090 Decommissioning
17.140.100 Change of Ownership
17.140.110 Abandonment

17.140.010 – Purpose– The purpose of this chapter is to provide the means to regulate the development of utility-scale Battery Energy Storage Systems (BESS) in certain areas of the City. The regulations herein are intended to protect the health, welfare and safety of the general public, to ensure compatible uses of land in the areas affected by energy storage facilities and to mitigate the impacts of energy storage facilities on the environment.

17.140.020 – Applicability – The provisions of this chapter shall apply to all utility-scale Battery Energy Storage Systems (BESS) permitted, installed, or modified within the City of Irwindale, after the effective date of this ordinance. Modifications to, retrofits, or replacements, excluding general maintenance and repair, of any part of a BESS facility shall also be subject to this Chapter.

17.140.030 – Definitions

- A. “Battery Energy Storage System” or “BESS”: A battery energy storage system that is a utility-scale engineered system of electrical devices and equipment that enable electric energy, such as energy generated from renewable energy sources, like solar and wind, to be stored and then released when the power is needed. Utility-scale BESS facilities are intended primarily to interact with the electric grid and are not intended to serve a specific end user.

17.140.040 – Development Standards

All applications for BESS systems shall be subject to Site Plan and Design Review, pursuant to Chapter 17.70. In addition to those requirements set forth in this chapter, and which the Planning Commission or City Council may otherwise impose, all BESS developments shall comply with the site design requirements set forth below:

A. Location Requirements.

- 1. BESS facilities shall not be constructed within 1,000 feet of any residentially zoned property, measured from the closest property line of each use.

2. BESS facilities shall not be constructed further than 1 mile from the connecting utility measured from the nearest point of each parcel boundary.

B. Development Requirements.

1. BESS facilities shall be subject to Site Plan and Design Review pursuant to Chapter 17.70 of the IMC and comply with all applicable standards of the Building Code, the adopted Fire Code, and any Los Angeles County Fire Department requirements, as amended from time to time. Battery module enclosures and associated electrical equipment are not subject to the City's Commercial and Industrial Design Guidelines.
2. All BESS components and mechanical equipment must be enclosed by a minimum 10-foot-high non-scalable perimeter solid wall. Perimeter walls shall be a minimum of 10-feet high and consist of either decorative concrete masonry block or decorative concrete tilt-up walls consistent with the City's Commercial/Industrial Design Guidelines.
3. Height requirements for BESS units shall adhere to a maximum of 12-feet for the equipment itself and 15-feet for the overall building height. These limits shall not apply to the project substation.
4. BESS facility utilities and transmission lines shall be installed underground, except when written approval is otherwise granted by the City. Any required above-ground interconnectivity shall be subject to a zone variance.
5. The ground surface of a BESS facility shall be covered with gravel, asphalt, concrete, and other compatible materials. All driveways and pathways between battery energy storage system structures, and any other associated pad-mounted structures, shall contain pervious pavement or similar material.
6. A BESS facility may include, but is not required to include, a single-story warehouse-type Operations and Maintenance (O&M) building for storage of parts used for maintenance. Any such single-story warehouse-type building shall be consistent with the City's Commercial/Industrial design guidelines.

7. BESS facilities must be set back at least 50-feet from all side, rear, and front lot lines. Access drives and parking may be situated within these setback areas. Additionally, all buildings must have a minimum clearance of 12-feet between BESS components and all buildings, and other exposure hazards unrelated to electrical grid infrastructure.
8. Onsite lighting shall be required for safety and operational purposes. Light fixtures shall not exceed a height of 35-feet.
9. The maximum height of BESS Substation Dead-end Structure shall be 65-feet. The dead-end structure is the onsite substation termination of the transmission line and highest structure for the onsite substation.
10. Prior to the issuance of a building permit, a Comprehensive Sign Program shall be approved by the City. Adequate safety and informational signage shall be posted in clearly visible areas in and around the BESS area and all access points in compliance with City requirements.

C. Parking & Access.

1. Parking and access shall be provided for vehicles consistent with the requirements of Chapter 17.64.
2. Vehicle barriers such as bollards shall be installed to minimize the potential of collision with the BESS facility, as may be required by the City Engineer.
3. Proper emergency access to each BESS facility shall be maintained according to LA County Fire requirements, and an emergency plan for the facility must be submitted to the City's Engineering Department for approval.

D. Noise. BESS facilities may operate 24/7, provided that the operation complies with the City's noise standards as set forth in Chapter 9.28 (Noise). Applicants shall submit equipment and component manufacturer's noise ratings to demonstrate compliance. At the discretion of the Community Development director, a separate noise study may be required. along with compliance by the owner/operator with any mitigation measures recommended to ensure compliance with the noise standards.

E. Landscaping. The listed requirements shall apply to all site improvements regarding the landscape around the BESS facility:

1. A minimum of 10% of the site shall be landscaped.
2. Landscaping or vegetation is not permitted within the screen walls surrounding the BESS units.
3. Required Areas: All setbacks, parkways, open areas, plazas, paseos, and non-work areas outside of the screen walls that are visible from a public street/alley or from a parking lot available to the general public shall be landscaped.
4. Landscape Coverage Requirement: Shrubs, groundcover and other plant material shall cover all areas outside of the screen walls that are visible from a public street/alley or from a parking lot available to the general public and that are not occupied by structures, parking areas, storage, trash enclosures, driveways, and sidewalks at the time of issuance of a Certificate of Occupancy. Embellished pavement, fountains, and similar hardscape materials may, in part, be substituted for the required landscaping through the site plan and design review process.
5. Parkway-Adjacent Planting and Maintenance: Parkways located between the sidewalk and the edge of development shall meet the following requirements:
 - (i) The ground surface shall contain shrubs, mulch, or ground cover designed to provide coverage within two years of planting.
 - (ii) If a wall or fence separates the development from the street, planning vines or espalier shrubs shall be incorporated into the planning design.
6. Required Landscaping for Loading Areas: Loading areas shall incorporate landscaping to provide screening if visible from the public right-of-way, adjacent non-industrial uses, or pedestrians.
7. Trees: Perimeter landscaping shall include one street tree for each 30 lineal feet of street frontage.
8. Trees: All trees planted along a street frontage shall be of a minimum 15-gallon size. All other trees planted shall be of a minimum 5-gallon size or have a brown trunk height of 3-feet.

17.140.050 – Required Findings – In addition to the findings required by Chapter 17.70, the Planning Commission and City Council shall make the following findings for a BESS development project:

- A. The proposed use will not adversely affect nearby residents and facilities primarily devoted to use by children, families, and the general public, after giving consideration to the distance or proximity of the proposed BESS to residential districts, educational institutions, nursery schools, day camps, day care centers, public parks, playgrounds, places of worship or hospitals.
- B. The construction and operation of the facility will have an overall net positive economic benefit to the City. For purposes of this subsection, economic benefits may include, but are not limited to, any of the following:
 - 1. Employment growth;
 - 2. Housing development;
 - 3. Infrastructure and environmental improvements;
 - 4. Assistance to public schools and education;
 - 5. Assistance to City's public safety departments and/or other City departments;
 - 6. Property taxes and sales and use tax revenues;
 - 7. Any other economic benefit that the City, in its sole discretion, determines meets the intent of this provision.

17.140.060 – Conditions of Approval – The following conditions of approval shall be included in any conditional use permit and shall be applicable to any other battery energy storage system governed by a specific plan.

- A. BESS facilities shall not store any products, goods, materials, containers, combustible materials, hazardous materials, or high-piled storage on site at any time, unless otherwise subject to a conditional use permit.
- B. The construction of a BESS facility, installation, or modification is allowed only upon approval by the City of a development agreement with appropriate standards and public benefits to be negotiated with the City and complying with all other standards imposed by this Chapter.
- C. With respect to a conditional use permit, any other conditions as may be reasonably imposed by the Planning Commission or City Council.

17.040.070 - Emergency Response and Action Plan

- A. All BESS facilities located in California are required to develop an emergency response and emergency action pursuant to Section 761.3 of the Public Utilities Code as amended from time to time, in collaboration with local emergency response agencies. A copy of the approved emergency operations plan shall be given to the system owner and/or operator, and the fire marshal. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire officials, and emergency responders. The emergency operations plan shall include the following information:
1. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.
 2. Procedures for inspection and testing of associated alarms, interlocks, and controls.
 3. Procedures to be followed in response to notifications from the battery management system, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to emergency personnel for potentially hazardous conditions in the event of a system failure.
 4. Emergency procedures to be followed in case of fire, explosions, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures may include sounding the alarm, notifying the fire district, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.
 5. Procedures for dealing with battery energy storage facility equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged battery energy storage system equipment from the facility.
 6. Other procedures as determined necessary by city officials to provide for the safety of neighboring properties and emergency responders.

7. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

17.140.080 – Financial Assurance

- A. To ensure the safe decommissioning of a BESS facility, upon the issuance of a temporary occupancy permit or occupancy permit, the owner and/or operator of the battery energy storage facility shall continuously maintain a financial assurance or security, payable to the city, in a form and amount approved by the city, and in an amount reasonably determined adequate to perform the removal of the battery energy storage facility. The financial assurance shall be maintained for the duration of the use of the facility. All costs shall be borne solely by the owner and/or operator.
- B. The amount of financial assurances shall be adjusted every three (3) years to account for any increase or decrease in costs. The operator shall submit written revisions to financial assurances to the public works director each year, thirty days prior to the anniversary date of the initial financial assurances approved by the city. If written revisions to the financial assurances are not provided, the operator shall explain, in writing, thirty days prior to such anniversary date, why revisions were not necessary. The public works director may require further revisions and/or explanation from the operator if the submission is found to be inadequate.

17.140.090 – Decommissioning

- A. Decommissioning Plan – Prior to issuance of any permits related to decommissioning activities, the applicant shall submit a decommissioning plan containing a narrative description of the activities to be accomplished for removing the energy storage system from service, and from the facility in which it is located. The decommissioning plan should also include, but not be limited to, the following:
 1. Narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all battery energy storage system components, structures, equipment, security barriers, and transmission lines from the site;
 2. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;

3. The anticipated life of the battery energy storage system;
4. The estimated decommissioning costs and how the estimate was determined.
5. The method of ensuring that funds will be available for decommissioning and restoration.
6. The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage facility, such as structural elements, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the facility is removed.
7. A listing of any contingencies for removing an intact operational battery energy storage system unit(s) from service, and for removing a battery energy storage system(s) unit from service that has been damaged by a fire or other event.
8. The owner and/or operator of the battery energy storage facility shall implement the decommissioning plan upon abandonment and/or in conjunction with removal of the facility.
9. The manner in which the battery energy storage system will be decommissioned, and the site restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed; and
10. A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.
11. The applicant is in compliance with section 17.140.070.

17.140.100 - Change of Ownership – If the owner of a battery energy storage system facility is proposed to change, the owner shall notify the City Manager of the

proposed change in ownership at least ninety (90) calendar days prior to the proposed ownership change. Approval by the City Manager shall be required, but shall not be unreasonably withheld. In providing that approval, the City Manager may, in his/her reasonable discretion, request information about the new owner to ensure that the new owner has the financial capability and expertise to assume all obligations established and applicable to the battery energy storage system facility, as set forth in any applicable development agreement, conditional use permit, site plan and design review approval, decommissioning plan, and all related financial responsibilities. The owner and/or new owner shall provide, within ten (10) calendar days, any and all information from the date of the City Manager's request. If the change in ownership is approved by the City Manager, the owner, new owner, and City Manager shall execute and record an Assignment and Assumption Agreement, or other form approved by the City Attorney, to formally approve and consent to the change in ownership. No change in ownership shall be effective until such Assignment and Assumption Agreement, or other form approved by the City Attorney, is executed by all parties (with the City Manager on behalf of the City) and recorded.

17.140.110 - Abandonment. – The battery energy storage facility shall be considered abandoned when it ceases to operate for more than one year with no active maintenance, return to operation or repowering activity at the facility, subject to reasonable extension by the City Council. If the owner and/or operator fails to comply with the decommissioning plan under section 17.140.090 upon abandonment, the city may, at its discretion, enter the property and utilize the available financial assurances for the removal of a battery energy storage facility and restoration of the site in accordance with the decommissioning plan

SECTION 6. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) on the grounds that it can be seen with certainty that the amendment to the Municipal Code provided for in this Ordinance will not have a significant effect on the environment. There is no possibility that the proposed ordinance, as a textual change to the Municipal Code, may have a significant impact on the physical environment (Section 15061) and because, per Section 15061(b)(3), it can be seen with certainty to have no possibility of a significant effect upon the environment.

SECTION 7. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentences, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 8. Publication and Effective Date. The City Clerk shall certify this Ordinance on behalf of the City of Irwindale forthwith upon its adoption and shall cause it to be published in the manner required by law. This Ordinance shall take effect

immediately upon adoption by a four-fifths vote of the City Council, pursuant to the authority conferred upon the City Council by Government Code § 36937.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 23th day of April, 2025.

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 Ordinance No. 793 was adopted at a regular meeting of the City Council of the City of Irwindale held on April 23, 2025, and was carried by the following roll-call vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #21.C.

City of
IRWINDALE
AGENDA REPORT

Date: April 23, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Fees & Charges for Irwindale Recreation

City Manager's Recommendation:

Discuss the fees and charges for Irwindale Recreation services, programs, classes, and activities for non-residents and provide staff with direction.

Administrative Action:

Submitted/Prepared by:

Priscilla Zepeda, Recreation Manager



Elizabeth Rodriguez, Public Services Director



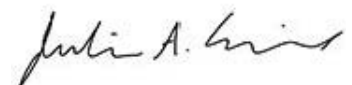
Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

At the March 12, 2025 City Council Meeting under Spontaneous Communication, a business owner

requested the city council look into extending opportunities and discounts to business owners and their dependents using the Dan Diaz Recreation Center.

Irwindale Recreation currently provides a variety of low-cost programs, classes, services, and activities to non-residents. The information in the table presented below is focused on programs and classes offered at the Dan Diaz Recreation Center for non-resident children and clarifies that the annual membership is only available to those who are 16 years of age or older. All patrons using the Cardio and Weight rooms at the Dan Diaz Recreation Center must also be within an approved age range. The Weight Room is for those individuals in High School and older, while the Cardio Room is 13 years of age and older. Additionally, the KidZone Program and Day Camp Trips are exclusively for Residents and City of Irwindale Employees. Sufficient space does not allow for Irwindale Recreation to offer this program and these trips to non-residents.

PROGRAMS/CLASSES FOR NON-RESIDENTS	AGE GROUP	FEES
Walk-ins	Tots to 12-year-olds; 50+	\$1.00 per visit
Walk-ins	13+	\$3.00 per visit
Annual Membership	16+	\$200 per year
Annual Membership (Sponsored*/Alumni**)	16+	\$160 per year
Monthly Memberships	16+	\$30 per month
Monthly Memberships	50+	\$20 per month
Monthly Membership (Sponsored*/Alumni**)	16+	\$15 per month
Youth Sports	7-12	\$40
Competitive Cheer	7-12	\$40
RockAbilities RecPlay Annual Pass	All Ages	\$120 per year
Summer Lunch Program	Tots to 18	Free
Teen Club Registration (Sponsored*)	12 – 17	Free
Teen Club Field Trips (Sponsored*)	12 - 17	50% of Ticket
Teeny Tots Program – School Session	0-3	\$80
Teeny Tots Program – Summer Session	0-3	\$40
Tiny Tots Program – School Session	4-5	\$80
Tiny Tots Program – Summer Session	4-5	\$40
Family Field Trips (Requires Ticket for Entrance)	All Ages (Children under 12 must be accompanied by an	75% of Ticket Price

	Adult 18+)	
Family Field Trips (Free to Enter)	All Ages (Children under 12 must be accompanied by an Adult 18+)	\$5.00
Classes*** – Offered 1x a week	All Ages	\$30
Classes*** – Offered 2x a week	All Ages	\$40
Programs/Activities****	4-12	\$10
Pumpkin Carving	7-12	\$5
Annual Class Pass (1x per week class)	All Ages	\$120
Annual Class Pass (2x per week class)	All Ages	\$240

***Sponsored:** A non-resident must be sponsored by a resident who has a valid resident ID card and is also attending the same class, program or activity as the non-resident.

****Alumni:** A non-resident who previously lived in Irwindale.

*****Classes:** Classes include but are not limited to Beginner Ballet, Ballet, Karate, Summer Volleyball Clinic, Whiffle Ball & T-Ball.

******Programs/Activities:** Programs and activities include but are not limited to Canvas Kids, Painters Club, Pint Size Picasso's, Cupcake Cuties.

Fiscal Impact:

There is no fiscal impact. The Comprehensive Schedule of Fees and Charges was approved and adopted by City Council on October 23, 2024, which included the Irwindale Recreation Fees presented in this report.

Attachments:

1. 4-23-2025 Irwindale Recreation City Council Approved Fee Schedule

CITY OF IRWINDALE
Schedule of Fees & Charges

Description of Fee	Current Amount	Notes	Suggested New Fee	Change In Fee
RECREATION				
Gym/Lobby				
Facility Walk-In Fees				
1 Residents - Adult/Child	-	No Fee		
2 Non-Resident - Adult/Teens	3.00	Per Visit		
3 Non-Resident - Child/Senior	1.00	Per Visit		
Monthly Membership				
4 Non-Resident	30.00	Per Month		
5 Non-Resident - Senior	20.00	Per Month		
6 Non-Resident - Sponsored/Alumni	15.00	Per Month		
Annual Membership				
7 Resident - Child	-	No Fee		
8 Resident - Adult/City Employee	-	No Fee		
9 Non-Resident	200.00	Per Year		
10 Non-Resident - Sponsored/Alumni	160.00	Per Year		
11 Irwindale Business (1-10 employees)	160.00	Per Year, Per Member		
12 Irwindale Business (11+ employees)	140.00	Per Year, Per Member		
Leagues				
Youth Sports				
13 Resident	-	No Fee		
14 Non-Resident	-		NEW 40.00	40.00
Youth Competitive Cheer				
15 Resident	-	No Fee		
16 Non-Resident	-		NEW 40.00	40.00
Recreation Services				
Rock/Abilities Rec/Play Annual Pass				
20 Resident	-	No Fee		
21 Non-Resident	-		NEW 120.00	120.00
Summer Lunch Program				
22 Resident	-	No Fee		
23 Non-Resident	-	No Fee		
Teens				
24 Teen Club Registration Fee	-	No Fee		
25 Teen Field Trips - Resident	-	No Fee		
26 Teen Field Trips - Non-Resident Sponsored	50% of Ticket	Per Trip		
Kidzone				
Residents:				
27 All Kidzone Fees Waived for Residents	-	No Fee		
Non-Resident Fees:				
28 Afterschool Program	-	No Fee		
29 Summer Program (1st Child)	-	No Fee		
30 Summer Program (Additional family member)	-	No Fee		
31 Late Pickup Fee	5.00	Per 15 minute increments		
32 Late Tuition Fee	10.00			
Tiny Tots				
School Session				
33 Resident	-	No Fee		
34 Non-Resident Sponsored	80.00	Per School Year		
Summer Session				
35 Resident	-	No Fee		
36 Non-Resident Sponsored	40.00	Per Summer Session		
37 Tiny Tots Trips	-	No Fee		
Teeny Tots				
School Session				
38 Resident	-	No Fee		
39 Non-Resident Sponsored	40.00	Per School Year		

CITY OF IRWINDALE
Schedule of Fees & Charges

Description of Fee	Current Amount	Notes	Suggested New Fee	Change In Fee
RECREATION				
40 Summer Session Resident	-	No Fee		
41 Non-Resident Sponsored	40.00	Per Summer Session		
42 Teeny Tots Trips	-	No Fee		
Family/Day Camp Trips				
43 Family Trips (Requiring Ticket / Entrance Fee) Resident	-	No Fee		
44 Non-Resident	75% of Ticket			
45 Family Trips (Free to Visit Locations) Resident - Adult	-	No Fee		
46 Resident - Child	-	No Fee		
47 Non-Resident - Adult	5.00	No Fee		
48 Non-Resident - Child	5.00			
49 Day Camp Trips (Residents Only)	-	No Fee		
Recreation Classes				
50 Classes - Offered 1 time/week Resident	-	No Fee		
51 Monthly Member	20.00	Per Session		
52 Non-Resident	30.00	Per Session		
53 Classes - Offered 2 times/week Resident	-	No Fee		
54 Monthly Member	30.00	Per Session		
55 Non-Resident	40.00	Per Session		
56 Annual Class Pass - 4 Sessions Per Year 1 Day Class: Resident	-	No Fee	80.00	-
57 Monthly Member	-		120.00	80.00
58 Non-Resident	-		NEW	120.00
59 Annual Class Pass - 4 Sessions Per Year 2 Day Class: Resident	-	No Fee	NEW	160.00
60 Monthly Member	-		NEW	240.00
61 Non-Resident	-		NEW	240.00
Programs & Activities				
62 Various Recreation Activities Offered Throughout the Year - Includes Canvas Kids, Painters Club, Pint Size Picasso's, Cupcake Cuties, Resident	-	No Fee		
63 Materials Fee (if needed)	10.00	Varies Per Activity		
64 Other Activities: (Tball, Whiffle Ball, etc)	-	No Fee		
Special Events & Other Fees				
66 Craft Fair Vendor Space Resident (using private insurance)	-	No Fee		
67 Resident (using City insurance)	-	No Fee		
68 Non-Res/Business/Non-Profit (w/private insurance)	10.00	Per Event		
69 Non-Res/Business/Non-Profit (w/City insurance)	20.00	Per Event		
70 Additional Table	10.00	Per Table		
71 Family Camp Out Resident - Adult	-	No Fee		
72 Resident - Child	-	No Fee		
73 Non-Resident - Adult	12.00			
74 Non-Resident - Child	8.00			
75 Pumpkin Carving Contest Resident	-	No Fee		
76 Non-Resident - Sponsored Registration Refunds	5.00	No Fee		
77 Refund Fee - For refunds less than \$10	-	No Fee		

City of
IRWINDALE
AGENDA REPORT

Date: April 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Introduction and First Reading of Ordinance No.760 to Amend Irwindale Municipal Code Chapter 8.16 to Impose Penalties for Fireworks Violations

City Manager's Recommendation:

Direct the City Attorney to read by title only, waive reading of, and introduce "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING CHAPTER 8.16 ("FIREWORKS") OF TITLE 8 ("HEALTH & SAFETY") OF THE IRWINDALE MUNICIPAL CODE TO IMPOSE PENALTIES FOR FIREWORKS VIOLATIONS AND PROVIDE OTHER ADMINISTRATIVE CHANGES FOR THE REGULATION OF FIREWORKS."

Administrative Action:

Submitted / Prepared by:

Adrian R. Guerra, City Attorney



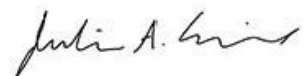
Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City Council requested an assessment of the City's options to impose firework fines for violations of "Safe and Sane fireworks" and "Dangerous fireworks". Staff has conducted an assessment of the City's options. This item is presented to provide the City Council with an opportunity to discuss its

options and consider imposing the penalties on Safe and Sane and Dangerous fireworks.

The State of California limits consumer fireworks to those defined in the California Health & Safety Code (“HSC”) as “Safe and Sane” which are fireworks that are non-aerial and do not explode. In addition, fireworks that may be sold in California must appear on the approved list of fireworks which is issued annually by the State Fire Marshall’s office. “Safe and sane” fireworks may be discharged within the City of Irwindale beginning at noon on the 28th day of June through noon on the 6th day of July on a property owner’s private property and at least ten (10) feet away from any dwelling or structure.

Dangerous fireworks, as defined in HSC section 12505 (and adopted by IMC section 8.16.010), pose a threat to public safety as they have the potential to cause fires and bodily injury, in addition to causing public nuisance conditions such as loud noises, explosions, and smoke. However, the IMC does not currently adopt the State Fireworks Law, codified under HSC section 12500 et seq, which permits administrative fines and significant criminal fines for possession, use, and sale of dangerous fireworks.

If the City were to adopt the State Fireworks Law, the City could recover up to \$100,000 for a violation depending on the weight of the dangerous fireworks seized by the City. This would serve as a significant deterrent to potential violators.

The State Fireworks Law provides two avenues for local agencies to impose fines and penalties. The first is through administrative fines (via HSC Sections 12557 and 12700(a)) and the second is through criminal misdemeanor penalties (via HSC section 12700(b)). The administrative fine framework is applicable to those violations where the violator is in possession of less than 25 pounds of dangerous fireworks, and may be issued by the City. The criminal misdemeanor penalties apply following a misdemeanor conviction and are imposed by the court.

Administrative Fines

HSC Section 12557 authorizes development of local ordinances regarding possession of dangerous fireworks and sets out the requirements for a local ordinance. Section 12557 permits imposing administrative fines as a remedy for violations of a local ordinance related to the possession of 25 pounds or less of dangerous fireworks. In most circumstances, a fine of \$1,000 is the maximum fine authorized as punishment for a misdemeanor. The maximum monetary fine or penalty specifically for a violation of a city ordinance is also \$1,000. However, HSC section 12700(a) permits the imposition of fines not less than \$1,000 and not more than \$2,000 for possession of less than 25 pounds of dangerous fireworks. As such, the City may impose an administrative fine up to a maximum of \$2,000 for each violation of its dangerous fireworks ordinance.

Criminal Penalties

In addition to administrative fines, the State Fireworks Law provides greater fines that may be imposed by a court following a misdemeanor conviction. The proposed amendment to IMC Chapter 8.16 adopts those criminal penalties described in HSC sections 12700-12702 by reference.

HSC section 12700(b) prescribes the criminal fines and penalties depending on the gross weight of dangerous fireworks in their possession.

Quantity of Dangerous Fireworks Possessed		Fine After Misdemeanor Conviction
Less than 25 lbs.		\$1,000 - \$2,000
<i>HSC § 12700(b)(1)</i>		
25 – 100 lbs.		\$2,000 - \$10,000
<i>HSC § 12700(b)(2)</i>		
100 – 5,000 lbs.		\$10,000 - \$20,000
<i>HSC § 12700(b)(3)</i>		
Over 5,000 lbs.		\$20,000 - \$100,000
<i>HSC § 12700(b)(4)</i>		

The likelihood of the City recovering more than 25 pounds of dangerous fireworks is unlikely unless a major distributor possesses dangerous fireworks within City limits. The caveat to this framework is that, pursuant to HSC section 12706, the City must relinquish 65% of the fines imposed on violators to the State Controller for deposit in the "State Fire Marshal Fireworks Enforcement and Disposal Fund."

The funds transferred to the State Fire Marshal are used to pay for the destruction of seized dangerous fireworks, which is done by the State Fire Marshal.

Fiscal Impact:

If the City Council adopts the State Fireworks Law Ordinance No. 760, the City would be authorized to impose administrative citations under IMC chapter 1.16 with fines of \$2,000, and may collect between \$1,000 to \$100,000 in criminal penalties following a misdemeanor conviction.

Attachments:

1. Ordinance No. 760

ORDINANCE NO. 760

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING CHAPTER 8.16 (“FIREWORKS”) OF TITLE 8 (“HEALTH & SAFETY”) OF THE IRWINDALE MUNICIPAL CODE TO IMPOSE PENALTIES FOR FIREWORKS VIOLATIONS AND PROVIDE OTHER ADMINISTRATIVE CHANGES FOR THE REGULATION OF FIREWORKS

WHEREAS, the City of Irwindale (the “City”) has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City, pursuant to Cal. Const. Art. XI, section 7; and

WHEREAS, the “State Fireworks Law” is codified in California Health & Safety Code section 12500, et seq.; and

WHEREAS, the State Fireworks Law authorizes local governments to regulate the sale, use, and/or discharge of fireworks; and

WHEREAS, the State Fireworks Law specifies penalties for violation of the prohibition on dangerous fireworks, making it a misdemeanor and establishing fines ranging from \$1,000 to \$100,000 depending on gross weight of the dangerous fireworks; and

WHEREAS, the City Council of the City recognizes the need to implement reasonable regulations for the sale, use, and/or discharge of safe and sane fireworks in order to protect the safety of property owners, residents, and visitors of the City; and

WHEREAS, the City Council desires to amend regulations regarding fireworks to enhance the City’s capacity to take enforcement action against fireworks violations; and

WHEREAS, the City Council desires to adopt and implement the State Fireworks Law and increase the penalties for the unlawful possession, sale, use or discharge of dangerous fireworks, as it believes this ordinance is critical to protect the City’s residents, for the preservation of the public peace, health, and safety, and the City Council believes it will help achieve the foregoing objectives.

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

SECTION 1. Recitals. The facts set forth in the recitals in this Ordinance are true and correct and incorporated herein by this reference.

SECTION 2. Adoption of Code. Chapter 8.16 “Fireworks” of Title 8 (“Health and Safety”) of the Irwindale Municipal Code is amended and shall now read in its entirety as follows:

8.16.010 Definitions.

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

- A. "Dangerous fireworks" is defined as set forth in Section 12505 of the California Health and Safety Code, and such other fireworks as may be determined to be dangerous by the State Fire Marshal.
- B. "Discharge" means the act of lighting, exploding, igniting, setting-off, discharging, projecting, firing or using fireworks.
- C. "Fireworks" is defined as set forth in Section 12511 of the Health and Safety Code
- D. "Fireworks stands" means temporary structures to be used exclusively for the sale of safe and sane fireworks operated by qualified organizations having a permit issued pursuant to this chapter.
- E. "Organization" means any nonprofit organization, corporation, or association, organized primarily for veteran, patriotic, welfare, civic betterment, religious or charitable purposes, which has its principal and permanent meeting place, office, or place of worship within the city, and has been organized and established in the city for a minimum period of one year, continuously, preceding the filing of an application for permit under this chapter.
- F. "Permit" means a validly issued permit allowing a qualified organization to conduct the sale, to the members of the general public, of safe and sane fireworks.
- G. "Safe and sane fireworks" is defined as set forth in Section 12529 of the Health and Safety Code .

8.16.020 Dangerous Fireworks Prohibited.

No person shall sell, offer to sell, use, discharge, or have in their possession, any dangerous fireworks within the City of Irwindale.

8.16.030 Dangerous Fireworks – Administrative Penalties

- A. Any person found in violation of Section 8.16.020 is guilty of a misdemeanor or public offense, and upon conviction shall be subject to the imposition of penalties pursuant to Health & Safety Code Sections 12700 – 12702 (which may be amended from time to time) and any other remedies provided by law. The City specifically adopts, by this reference, those penalties articulated in Health & Safety Code Sections 12700 – 12702, as may be amended from time to time.

1. The City shall impose a two-thousand dollar (\$2,000.00) administrative fine for each violation of this section in accordance with the procedure set forth in Chapter 1.16. The imposition of an administrative fine shall be limited to persons who possess, sell, use or discharge dangerous fireworks in the amount of twenty-five (25) pounds or less (gross weight including packaging).

Where applicable, cost reimbursement to the office of the State Fire Marshal and the collection of disposal costs shall be part of the administrative fine in accordance with regulations adopted by the State Fire Marshal. Administrative fines collected are not subject to the disbursement required by Health & Safety Code Section 12706.

- B. A person is guilty of a separate offense for each and every day or portion thereof during which he or she commits, continues, or permits a violation of Section 8.16.020.
- C. Nothing in this chapter shall be intended to limit any of the penalties provided for under the Health & Safety Code or Penal Code with regard to the sale, use, possession, delivery, storage, and/or transportation of dangerous fireworks. The penalties set forth herein are intended to be nonexclusive and in addition to any other remedies at law or equity.

8.16.040 Safe and Sane Fireworks—Permit to Sell— Required.

No person shall sell, or offer to sell, any safe and sane fireworks without first obtaining a permit therefore in the manner set forth in Sections 8.16.040 and 8.16.050.

8.16.050 Safe and Sane Fireworks—Permit to Sell— Applications.

The city clerk, or his/her designee, is hereby authorized to promulgate rules, regulations, procedures, and forms necessary to consider applications for permits to sell Safe and Sane Fireworks. Such applications shall be accepted only from qualified organizations, as defined in Section 8.16.010, and shall be in writing upon the application form(s) prescribed therefor by the office of the city clerk. The application shall be submitted to the office of the City Clerk before the first day of June of each calendar year (or the Thursday preceding when June 1st falls on a Friday, Saturday, Sunday, or holiday).

8.16.060 Safe and Sane Fireworks—Permit to Sell—Application—Deposit.

Each application shall be accompanied by a deposit of a cashier's check, or cash, in the amount of fifty dollars. The deposit may be refunded as set forth in subsection O of Section 8.16.080.

8.16.070 Fireworks Stand—Application—Approval Or Denial—Revocation.

- A. All applications for fireworks stands shall be referred to the city council for approval, conditional approval or denial. The city council shall deny any fireworks stand permit if it finds that the public interest or safety is, or would be, jeopardized by the issuance thereof. The decision of the council shall, in all cases, be final and conclusive.
- B. The chief of police shall revoke any permit where he finds that the permittee has violated any condition of approval imposed upon such permit, or any provision of law.

8.16.080 Fireworks Stand—Operation.

All permitted firework stands shall be operated in accordance with the following terms and conditions:

- A. No person other than the licensed organization shall operate the stand for which the permit is issued; and
- B. No person other than individuals who are members of the licensed organization shall participate in the operation of the stand, nor shall any person under the age of eighteen years participate in the operation of such stand; and
- C. No person shall be paid any compensation for selling or otherwise participating in the sale of fireworks at such stand; and
- D. No stand shall be located within twenty-five feet of any other building or within one hundred feet of any gasoline service station, or other use which involves the use or storage of any inflammable liquid or material; and
- E. Fireworks stands need not comply with the provisions of the building code of the city; provided, that all such stands shall be erected under the supervision of the building inspector who shall require that the same be constructed in a manner which will reasonably insure the safety of the attendants and patrons thereof; and
- F. No stand shall have a floor area in excess of two hundred fifty square feet; and
- G. Each stand shall have at least two usable exits; each stand in excess of forty feet in length shall have at least three usable exits. In no case shall the distance between exits exceed twenty feet; and
- H. Fireworks stands shall be provided with two fire extinguishers of a type and size approved by the fire chief; and
- I. Fireworks stands shall be located not less than five hundred feet apart; and
- J. All weeds and other combustible material shall be cleared from the location of the stand, including a distance of at least twenty-five feet surrounding the stand; and

- K. "No smoking" signs shall be prominently displayed on the exterior of each fireworks stand; and
- L. Fireworks shall not be sold prior to twelve noon on the twenty-eighth day of June and such sale shall cease at twelve noon on the sixth day of July each calendar year; and
- M. All unsold stock and accompanying litter shall be removed from the stand and from the city limits by twelve noon on the sixth day of July of each calendar year; and
- N. Each fireworks stand shall be removed from its temporary location no later than twelve noon on the twelfth day of July of each calendar year, and all accompanying litter shall be cleared from the said location by the said time and date;
- O. To insure compliance with subsections M and N of this section, prior to the issuance of any permit, the applicant shall deposit a cashier's check, or cash, with the office of the city clerk in the amount of fifty dollars, as set forth in Section 8.16.060. Upon the certification of the chief of police that compliance has been had with subsections M and N of this section, the deposit shall be returned to the applicant.

8.16.090 Fireworks Stand—Insurance Required.

Prior to the issuance of any fireworks stand permit, the applicant shall file with the office of the city clerk a policy of liability insurance in minimum coverage amounts of fifty thousand dollars (PL) and one hundred thousand dollars (PD), or a certificate of insurance. The policy shall name the city as a co-assured.

8.16.100 Smoking or Lighting Combustible Material Near Stands Prohibited.

No person shall light or cause to be lighted or permit to be lighted any fireworks or other combustible material, nor shall any person smoke or vape within such stand or other places of sale or within twenty-five feet thereof.

8.16.110 Discharge of Safe and Sane Fireworks— Penalties.

- A. Discharge of Safe and Sane Fireworks shall only be permitted in the City of Irwindale beginning at noon on the twenty-eighth day of June through noon on the 6th day of July on a property owner's private property and at least ten feet away from any dwelling or structure. Use or discharge of Safe and Sane fireworks outside of the permitted time period is prohibited within the City of Irwindale.
- B. A person who violates this section is guilty of a misdemeanor, and upon conviction shall be punished by an administrative fine of one-thousand

dollars (\$1,000.00) for each violation of this section in accordance with the procedure set forth in Chapter 1.16.

- C. A person is guilty of a separate offense for each and every day or portion thereof during which he or she commits, continues, or permits a violation of Section 8.16.110(A).

8.16.120 Strict Liability for the Illegal Discharge Of Fireworks; Administrative Penalties.

A property owner, tenant, or other person in control of property is strictly liable for any person who discharges Safe and Sane fireworks from said property in violation of Sections 8.16.110 and/or dangerous fireworks in violation of Section 8.16.020. The administrative fines as set forth in those sections shall be applicable.”

SECTION 3. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentences, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 4. Certification and Effective Date. The Chief Deputy City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Irwindale. This ordinance shall be effective on the thirtieth (30th) day after the day of its adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 14th day of May, 2025.

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, California do hereby certify that the foregoing Ordinance No. 760 was introduced at a regular meeting of the City Council of the City of Irwindale held on the ____ day of _____ 2025, and was duly passed at a regular meeting of the City Council of the City of Irwindale held on the ____ day of _____ 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 760 adopted by the City Council of the City of Irwindale at its regular meeting held _____, 2025, to be posted at the City Hall, Library, and Post Office on _____, 2025.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Dated: _____

City of
IRWINDALE
AGENDA REPORT

Date: April 23, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: San Gabriel Valley Council of Governments Homelessness Committee Delegate

City Manager's Recommendation:

Appoint a City Council member to the SGVCOG Homeless Committee; Appoint a City staff member to the SGVCOG Homeless Committee; or provide other direction to staff.

Administrative Action:

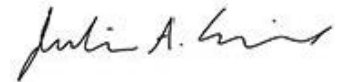
Submitted/Prepared by:

Theresa Olivares, Assistant City Manager



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The San Gabriel Valley Council of Governments (SGVCOG) Homelessness Committee studies problems, programs, and other matters which pertain to the regional homelessness issues and provides policy direction to the Governing Board. The Homelessness Committee meets in person on the first Wednesday of each month at 8:30 AM at the SGVCOG Monrovia Office. The City's current delegate, Mayor Pro Tem H. Manuel Ortiz, desires to step down from this committee, creating a vacancy to be filled.

The City Council has the following options to consider:

Appoint a City Council member to the SGVCOG Homeless Committee; or
Appoint a City staff member to the SGVCOG Homeless Committee; or
The City may resign from participating in the SGVCOG Homeless Committee.

If this option is selected, the City may resume participating in the Homelessness Committee at a future date. Staff will advise the SGVCOG of the City Council's decision.

Fiscal Impact:

There is no fiscal impact associated with this matter.

Attachments:

None