

CITY OF IRWINDALE

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



NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

RECLAMATION AUTHORITY

June 11, 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. Conference with Legal Counsel - Anticipated Litigation
Initiation of litigation [Pursuant to Government Code Section 54954.5, 54956.9 (d)(4)]

Number of Cases: One
6. **RECONVENE IN OPEN SESSION**
7. **REPORT FROM CLOSED SESSION**
8. **ADJOURNMENT**

REGULAR MEETING

9. **CALL TO ORDER**
10. **PLEDGE OF ALLEGIANCE**
11. **INVOCATION**
12. **ROLL CALL:** Councilmembers: 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. **REPORT FROM THE SPECIAL MEETING HELD MAY 28, 2025**
15. **CHANGES TO THE AGENDA**

16. COUNCIL MEMBER TRAVEL REPORTS

17. COUNCILMEMBER COMMENTS

18. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

19. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

- A. Proclamation proclaiming Pride Month in the City of Irwindale

20. CONSENT CALENDAR

- A. Warrants / Demands / Payroll

Department: Finance

Recommendation: Approve

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

Department: City Clerk

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

- C. Investment Policy Review and Delegation of the Investment Authority (Joint Item with Successor Agency, Housing Authority and Reclamation Authority)

Department: Finance

Recommendation: It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority **adopt Joint Resolution No. 2025-43-3631, SA 2025-44-3632, HA 2025-03-147, and RA 2025-05-044** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2024-35-3512, SA 2024-36-3513, HA 2024-05-143, and RA 2024-03-042 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY."

- D. Irwindale Chamber of Commerce Services Agreement

Department: Administration

Recommendation: That the City Council approve and authorize the City Manager to execute the "Services Agreement" between the City of Irwindale and the Irwindale Chamber of Commerce beginning July 1, 2025, and expiring on June 30, 2026, or provide further direction.

E. Award of Contract for Construction of the FY 24-25 Pavement Rehabilitation Project

Department: Engineering

Recommendation: That the City Council (1) authorize the City Manager to enter into an agreement with Sully-Miller Contracting Company in the amount of \$568,127.85 for the 2024-2025 Pavement Rehabilitation Project; (2) approve a 10% construction contingency in the amount of \$56,812.80 to cover any unforeseeable conditions that may arise during construction.

21. 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

22. NEW BUSINESS

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

A. Update on the Irwindale Community Foundation Carshow Fundraising Event

Department: Administration

Recommendation: That the Irwindale City Council receive an update from the Irwindale Community Foundation regarding the Car Show fundraiser scheduled for September 27, 2025, and provide direction.

B. Discussion Regarding a Potential Retail Corridor Study for Arrow Highway

Department: Economic Development

Recommendation: That the City Council discuss initiating a Retail Corridor Study along Arrow Highway and provide direction to staff regarding the next steps, including the scope and objectives.

23. PUBLIC HEARINGS

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

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

Department: Finance

Recommendation: That the City Council (1) conduct a Public Hearing for public comments; (2) **Adopt Resolution No. 2025-50-3638** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2025-2026, BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026, FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE IRWINDALE BUSINESS CENTER; and (3) **Adopt Resolution No. 2025-51-3639** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2025-2026 BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026, FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE EXISTING IRWINDALE BUSINESS CENTER STREET LIGHTING MAINTENANCE DISTRICT".

B. Adoption of the Fiscal Year 2025-26 Budget and Establishing the Appropriations Limit for Fiscal Year 2025-2026

Department: Finance

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

Following the conclusion of the public hearing, the City Council should introduce Ordinance No. 798, and all governing boards should adopt their respective resolutions pertaining to the proposed

Fiscal Year 2025-2026 Budget, as listed below:

That the City Council introduce City Ordinance No. 798 entitled: "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026,**" reading by title only and waiving further reading thereof.

That the City Council adopt Resolution No. 2025-45-3633 entitled: "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-2026**"

That the Irwindale Housing Authority adopt Resolution No. HA 2025-04-148 entitled: "**A RESOLUTION OF THE BOARD OF THE IRWINDALE HOUSING AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026**"

That the Irwindale Reclamation Authority adopt Resolution No. RA 2025-06-045 entitled: "**A RESOLUTION OF THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026**"

C. Site Plan and Design Review (DA) No. 01-2025 5257 Vincent Avenue
Department: Community Development

Recommendation: That the City Council consider the Planning Commission's Resolution No. 852(25), recommending that the City Council approve the proposed Site Plan and Design Review for the construction of exterior building renovations and parking lot redesign; and **adopt Resolution No. 2025-48-3636** entitled, " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 01-2025 FOR THE CONSTRUCTION OF AN EXTERIOR BUILDING RENOVATION AND PARKING LOT REDESIGN AT AN EXISTING OFFICE/WAREHOUSE BUILDING LOCATED AT 5257 VINCENT AVENUE, IRWINDALE, CA 91706 (APN:8619-012-049) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15301"

24. CITY MANAGER'S REPORT

25. 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.

26. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY

27. AB 2449 DISCLOSURES

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

28. CONSENT CALENDAR

- A. Investment Policy Review and Delegation of the Investment Authority (Joint Item with Successor Agency, Housing Authority and Reclamation Authority)

Department: Finance

Recommendation: It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority **adopt Joint Resolution No. 2025-43-3631, SA 2025-44-3632, HA 2025-03-147, and RA 2025-05-044** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2024-35-3512, SA 2024-36-3513, HA 2024-05-143, and RA 2024-03-042 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY."

29. 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.

30. NEW BUSINESS

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

31. PUBLIC HEARINGS

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

32. ADJOURN

HOUSING AUTHORITY

33. AB 2449 DISCLOSURES

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

34. CONSENT CALENDAR

- A. Acquisition of 4846 Irwindale Avenue, Irwindale CA

Department: Finance

Recommendation: That the Housing Authority Board **adopt HA Resolution No. 2025-05-149**: "A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY APPROVING THE ACQUISITION OF 4846 IRWINDALE AVENUE, IRWINDALE, CA AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE

PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS AND APPROVING THE APPROPRIATION OF FUNDS FROM LOW- AND MODERATE-INCOME HOUSING ASSET FUND (12)."

- B. Investment Policy Review and Delegation of the Investment Authority (Joint Item with Successor Agency, Housing Authority and Reclamation Authority)

Department: Finance

Recommendation: It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority **adopt Joint Resolution No. 2025-43-3631, SA 2025-44-3632, HA 2025-03-147, and RA 2025-05-044** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2024-35-3512, SA 2024-36-3513, HA 2024-05-143, and RA 2024-03-042 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY."

35. 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.

36. NEW BUSINESS

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

37. PUBLIC HEARINGS

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

- A. Adoption of the Fiscal Year 2025-26 Budget and Establishing the Appropriations Limit for Fiscal Year 2025-2026

Department: Finance

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

Following the conclusion of the public hearing, the City Council should introduce Ordinance No. 798, and all governing boards should adopt their respective resolutions pertaining to the proposed Fiscal Year 2025-2026 Budget, as listed below:

That the City Council introduce City Ordinance No. 798 entitled: "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026,**" reading by title only and waiving further reading thereof.

That the City Council adopt Resolution No. 2025-45-3633 entitled: "**A RESOLUTION OF THE CITY**"

COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-2026"

That the Irwindale Housing Authority adopt Resolution No. HA 2025-04-148 entitled: "**A RESOLUTION OF THE BOARD OF THE IRWINDALE HOUSING AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026"**

That the Irwindale Reclamation Authority adopt Resolution No. RA 2025-06-045 entitled: "**A RESOLUTION OF THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026"**

38. ADJOURN

RECLAMATION AUTHORITY

39. AB 2449 DISCLOSURES

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

40. CONSENT CALENDAR

A. Minutes of the Regular Meeting held March 12, 2025

Department: City Clerk

Recommendation: Approve

B. 2025 2nd Quarter Mining Report of Nine (9) SMARA Pits

Department: Engineering

Recommendation: Receive and file this report.

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

Department: Finance

Recommendation: That the Reclamation Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending March 31, 2025.

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

Department: Finance

Recommendation: It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority **adopt Joint Resolution No. 2025-43-3631, SA 2025-44-3632, HA 2025-03-147, and RA 2025-05-044** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2024-35-3512, SA 2024-36-3513, HA 2024-05-143, and RA 2024-03-042 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER

TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY.”

41. SPONTANEOUS COMMUNICATIONS

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

42. NEW BUSINESS

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

43. PUBLIC HEARINGS

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

A. Adoption of the Fiscal Year 2025-26 Budget and Establishing the Appropriations Limit for Fiscal Year 2025-2026

Department: Finance

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

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That the Irwindale Housing Authority adopt Resolution No. HA 2025-04-148 entitled: "**A RESOLUTION OF THE BOARD OF THE IRWINDALE HOUSING AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026**"

That the Irwindale Reclamation Authority adopt Resolution No. RA 2025-06-045 entitled: "**A RESOLUTION OF THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026**"

44. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, Housing Authority, and Reclamation Authority, to be held on June 11, 2025, be posted at the City Hall, Library, and Post Office on **June 6, 2025**.

A handwritten signature in black ink that reads "Laura M. Nieto". The script is cursive and fluid.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

May 2025

May 1 - 31, 2025



Number	Vendor Name	Date	Amount
ACH	US Bank	5/9/2025	42,013.35
WFB-63	CJPIA Excess Pool	5/12/2025	10,386.00
WFB-64	Fidelity National Title Insurance Company	5/13/2025	583,328.00
		Report Total:	635,727.35

Accounts Payable

Checks by Date - Summary by Check Number

User: stapia
Printed: 6/3/2025 2:56 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
105028	ACUNA03	Luana Acuna	05/22/2025	259.47
105029	ALESHIRE	Aleshire & Wynder, LLP	05/22/2025	63,987.27
105030	AMAZON1	Amazon Capital Services, Inc.	05/22/2025	984.68
105031	AT&T06	AT & T	05/22/2025	1,830.37
105032	AT&T08	AT & T	05/22/2025	1,202.22
105033	CINGULAR	AT & T Mobility	05/22/2025	2,326.71
105034	BARBOS04	Dolores Barbosa	05/22/2025	300.00
105035	BYRNE01	Allison Byrne	05/22/2025	40.00
105036	CHARTE01	Charter Communications	05/22/2025	100.00
105037	CHARTE04	Charter Communicatons	05/22/2025	145.18
105038	CIVIC02	CivicPlus, LLC	05/22/2025	3,367.39
105039	CMRTA01	CMRTA	05/22/2025	40.00
105040	CORNEJOD	Diego Cornejo	05/22/2025	232.41
105041	COSTA01	Costar Realty Information, Inc.	05/22/2025	438.90
105042	CPG01	CPG Event Rentals LLC	05/22/2025	1,385.08
105043	PMIDEN	Delta Dental Insurance Company	05/22/2025	703.39
105044	FRONT01	Frontier Communications	05/22/2025	43.19
105045	FRONT01	Frontier Communications	05/22/2025	265.42
105046	FRONT01	Frontier Communications	05/22/2025	43.19
105047	FRONT01	Frontier Communications	05/22/2025	101.66
105048	FRONT01	Frontier Communications	05/22/2025	452.48
105049	FRONT01	Frontier Communications	05/22/2025	43.19
105050	FRONT01	Frontier Communications	05/22/2025	325.61
105051	FRONT01	Frontier Communications	05/22/2025	232.06
105052	HDL01	Hdl Software, LLC	05/22/2025	34.56
105053	HOYEN	Noelle Hoyer	05/22/2025	630.00
105054	INTELL01	Intelli-tech, Inc.	05/22/2025	479.06
105055	LEON10	Leonida Builders Inc	05/22/2025	108,151.61
105056	MARE20	Adrianna Mares	05/22/2025	110.00
105057	OPTUM01	OptumRx, Inc.	05/22/2025	25,678.32
105058	PEER01	Peerless Network, Inc	05/22/2025	1,393.52
105060	SANCH01	Jaycon Sanchez	05/22/2025	286.46
105061	SCE02	Southern California Edison	05/22/2025	24,214.91
105062	TITA01	Titan Automation & Iron	05/22/2025	480.00
105063	ZEPEDA07	Priscilla Zepeda	05/22/2025	74.00
105064	CITY01	City of Hope	05/22/2025	17.00
105065	IMEA	Irwindale Mgmt Employee Assoc.	05/22/2025	270.00
105066	IRWIND02	Irwindale Police Officers Assoc.	05/22/2025	1,559.00
105067	AETC01	Aetco Inc	05/29/2025	1,309.41
105068	ALLIAN02	Alliant Insurance Svcs, Inc.- Irvine Main	05/29/2025	594.00
105069	AMAZON1	Amazon Capital Services, Inc.	05/29/2025	172.66
105070	BAKER01	Baker & Taylor Books	05/29/2025	797.30
105071	BARBOS04	Dolores Barbosa	05/29/2025	300.00
105072	NEST01	ReadyRefresh, Blue Triton Brands, Inc.	05/29/2025	821.25
105073	SANGAB11	California Newspapers Partnership	05/29/2025	5,275.70
105074	CINTAS	Cintas Corporation #693	05/29/2025	459.11
105075	CONCE01	Concentra	05/29/2025	571.00

105076	CRIT10	Christine Critchfield	05/29/2025	40.00
105077	CSG01	CSG Consultants	05/29/2025	262.50
105078	ELIAS10	Charlene Elias	05/29/2025	40.00
105079	EWINGI	Ewing Irrigation Products, Inc.	05/29/2025	435.33
105080	FWEP01	FWEP Aquisitioin Inc	05/29/2025	241.40
105081	GARVEY	Garvey Equipment Co	05/29/2025	1,913.72
105082	GEO20	Geo-Advantec , Inc.	05/29/2025	4,630.00
105083	GOMEZ10	Joanne Gomez	05/29/2025	40.00
105084	GOMEZS	Suzanne Gomez	05/29/2025	5.00
105085	GONZAL07	Raymond Gonzales	05/29/2025	185.10
105086	Harvey	Harvey Consulting Group, Inc.	05/29/2025	14,000.00
105087	HDLCOR	HdL Coren & Cone	05/29/2025	105.00
105088	INTER01	Interwest Consulting Group	05/29/2025	18,767.50
105089	JEEPER01	Jeepers Creepers Exterminating Inc.	05/29/2025	230.00
105090	JOHNNY02	Johnny's Pool Service	05/29/2025	50.81
105091	JOHN01	Roger William Johnson	05/29/2025	3,000.00
105092	LANDSC	Landscape Warehouse III Inc.	05/29/2025	320.91
105093	MIDAS	Manuel C Muratalla	05/29/2025	5,587.51
105094	MARIPO	Mariposa Landscapes, Inc.	05/29/2025	2,676.30
105095	MARXBR	Marx Bros Fire Extinguisher Co	05/29/2025	555.36
105096	MERCUR	Mercury Fence Co., Inc.	05/29/2025	350.00
105097	MONT02	Randall Buckley Montgomery	05/29/2025	700.00
105098	NEAR10	John Near	05/29/2025	408.78
105099	OARP01	OAR Payment Processing	05/29/2025	1,272.71
105100	ORKINP	Orkin Pest Control	05/29/2025	1,348.00
105101	PETTYC02	City of Irwindale-Rec Petty Cash	05/29/2025	545.40
105102	PROPRINT	Pro Printing, Inc.	05/29/2025	2,625.35
105103	PROFOR01	ProForce Law Enforcement	05/29/2025	374.23
105104	RANCHO01	Rancho Duarte Florist	05/29/2025	288.86
105105	RBA10	RBA Builders LLC	05/29/2025	42,000.00
105106	RIOHON03	Rio Hondo Community	05/29/2025	193.19
105107	RODA03	Jessica Rodas	05/29/2025	77.16
105108	SEMA01	SEMA LLC	05/29/2025	562.76
105109	SONIC10	Sonic Motor	05/29/2025	956.80
105110	SOUTH09	Southern Computer Warehouse Inc,	05/29/2025	5,772.19
105111	STGEO01	St. George's Medical Clinic	05/29/2025	745.00
105112	NORTHR	The Northridge Group, Inc.	05/29/2025	15,000.00
105113	UNITED11	United Site Services of CA Inc	05/29/2025	211.35
105114	valdi01	Jose Valdivia	05/29/2025	2,339.27
105115	WALT01	Walters Wholesale Electric Co.	05/29/2025	1,165.18
105116	WESTER02	Western Supreme Rooter, Inc.	05/29/2025	12,000.00
105117	SANGAB04	San Gabriel Valley Water Assoc	05/29/2025	100.00
105118	CALIFO56	California State Disbursement Unit	05/29/2025	604.15
105119	CALIFO57	California State Disbursement Unit	05/29/2025	143.07
105120	ICEA	Irwindale City Employee Assoc.	05/29/2025	1,586.00
105121	LOSANG31	Los Angeles County Sheriff's Dept.	05/29/2025	104.77
105122	AMAZON1	Amazon Capital Services, Inc.	06/05/2025	37.03
105123	AMERI02	American Business Bank	06/05/2025	7,851.11
105124	CITYTEC0	City Tech Solutions, Inc.	06/05/2025	14,000.00
105125	LOSANG33	County of Los Angeles	06/05/2025	7,748.36
105126	CWE01	CWE	06/05/2025	19,729.60
105127	DAVEBA	Dave Bang Associates, Inc of California	06/05/2025	495.15
105128	DUDEK01	Dudek	06/05/2025	3,335.00
105129	FCG01	FCG Consultants Inc.	06/05/2025	19,523.42
105130	FLOCK01	Flock Group, Inc	06/05/2025	8,850.00
105131	GEOLOG	Geologic Associates	06/05/2025	11,413.10
105132	HDLCOR	HdL Coren & Cone	06/05/2025	5,937.06

105133 LANDSC	Landscape Warehouse III Inc.	06/05/2025	516.33
105134 MIDAS	Manuel C Muratalla	06/05/2025	526.89
105135 MOTOR02	Motorola Solutions	06/05/2025	21,175.95
105136 OFFICE03	ODP Business Solutions, LLC	06/05/2025	1,379.03
105137 PROPRINT	Pro Printing, Inc.	06/05/2025	212.19
105138 RIGHT01	Right of Way, Inc.	06/05/2025	58.78
105139 ROBERT10	RC Construction Service Inc. Robert Clapper C	06/05/2025	149,171.08
105140 TRAN01	Transtech Engineers, Inc.	06/05/2025	16,801.28
105141 WESTLD	Westland Group, Inc.	06/05/2025	23,100.00

Report Total (113 checks):	708,950.76
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CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
May 2025

Payroll Batch DATE OF ISSUE 5/1/25	426-05-2025 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	63,204.10
	14 Finance Department	28,433.93
	35 Police Department	239,335.21
	40 Recreation Department	35,325.16
	41 Aquatics Department	10,097.91
	42 Senior Citizens' Center	20,329.32
	44 Library	16,254.23
	51 Planning & Community Development	31,846.41
	52 Public Works - Engineering	33,517.62
	57 Public Works - Services	60,821.15
	Gross Payroll	540,896.19
	Required Deductions	(156,491.33)
	Voluntary Deductions	(27,191.62)
	Net Payroll	357,213.24
Payroll Batch DATE OF ISSUE 5/15/25	410-05-2025, 411-05-2025, 415-05-2025, 418-05-2025 DEPARTMENT	AMOUNT
	11 City Council	7,286.29
	13 City Administrative Office	75,891.68
	14 Finance Department	45,462.05
	35 Police Department	222,531.55
	40 Recreation Department	36,647.62
	41 Aquatics Department	14,331.34
	42 Senior Citizens' Center	21,969.85
	44 Library	16,181.97
	51 Planning & Community Development	34,584.50
	52 Public Works - Engineering	33,250.40
	57 Public Works - Services	63,843.68
	Gross Payroll	571,980.93
	Required Deductions	(155,836.07)
	Voluntary Deductions	(37,636.90)
	Net Payroll	378,507.96
Payroll Batch DATE OF ISSUE 5/19/25, 5/22/25	412-05-2025, 422-05-2025 DEPARTMENT	AMOUNT
	35 Police Department	291.67
	51 Planning & Community Development	6,741.51
	Gross Payroll	7,033.18
	Required Deductions	(2,123.34)
	Voluntary Deductions	-
	Net Payroll	4,909.84

Payroll Batch
DATE OF ISSUE
5/29/25

424-05-2025, 427-05-2025
DEPARTMENT

AMOUNT

11 City Council	1,731.15
13 City Administrative Office	58,295.55
14 Finance Department	25,516.25
35 Police Department	227,891.77
40 Recreation Department	36,772.85
41 Aquatics Department	13,252.64
42 Senior Citizens' Center	21,244.47
44 Library	17,285.48
51 Planning & Community Development	29,382.41
52 Public Works - Engineering	33,195.56
57 Public Works - Services	61,724.35
Gross Payroll	526,292.48
Required Deductions	(140,731.91)
Voluntary Deductions	(7,011.53)
Net Payroll	378,549.04

City of
IRWINDALE
AGENDA REPORT

Date: June 11, 2025

To: Honorable Mayor and Members of the City Council

From: Theresa Olivares, Assistant City Manager

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

City Manager's Recommendation:

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

Administrative Action:

Prepared by:

Laura Nieto, Chief Deputy City Clerk



Reviewed / Approved by:

Theresa Olivares, Assistant City Manager



Background and Analysis:

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

The Joseph "Pepe" Miranda Sports Scholarship & Grant Foundation; Columbus Club - Knights of Columbus #5650; and Irwindale Sister City Association have submitted applications for fireworks sales. The Joseph "Pepe" Miranda Sports Scholarship & Grant Foundation is qualified to sell fireworks

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

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

Applications require the exact location of the stand, as proposed. The Joseph “Pepe” Miranda Sports Scholarship and Grant Foundation has proposed its stand to be located at 5116 Irwindale Avenue; the Columbus Club has proposed its stand to be at 16025 Cypress Street; and the Irwindale Sister City Association has proposed its stand to be located at 16000-16034 Arrow Highway.

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

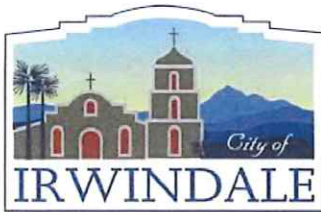
Here, based on staff’s review, there are no public interest or safety reasons that have been identified which would warrant denial of the applications. Accordingly, staff recommends approval of the applications for fireworks sales.

Fiscal Impact:

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

Attachments:

1. 2025 Fireworks Applications



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

RECEIVED *8:10 PM*
MAY 27 2025
CITY OF IRWINDALE
CITY CLERKS DEPT.

FIREWORKS SALES PERMIT APPLICATION

*PERMIT TO BE ON LOCATION AT ALL TIMES

General Conditions

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

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

Name of Organization Joseph "Pepe" Miranda SSGF

Organization Address

[REDACTED] Street Address
IRWINDALE CA 91706
City State Zip

Phone ([REDACTED])

Fax () N/A

E-Mail [REDACTED]

Location of Meeting Place

[REDACTED] Street Address
IRWINDALE CA 91706
City State Zip

Location of Fireworks Stand

5116 Irwindale Ave Irw, CA 91706
Street Address

Emergency Contact

ERIKA M. POSEY
Name and Phone Number of Person in Charge of Stand

Name and Addresses of Officers of Organization

(attach additional sheets, if needed)

Officer's Name ERIKA M. POSEY Title Secretary Phone ([REDACTED])

Home Address [REDACTED]

Officer's Name Cassandra Morales Title Vice Pres Phone [REDACTED]

Home Address [REDACTED] Irwindale, CA 91706

Officer's Name _____ Title _____ Phone () _____

Home Address _____

OFFICE USE ONLY

Date Application Received 5/27/25

Received By

[Signature]

(Please attach a copy of the receipt)

Date **\$50.00** Refundable Permit Fee Paid _____

☐ Cash

☒ Cashier's Check

Received By

[Signature]

00177392 \$50

Approvals and Conditions:

Planning _____

Public Works _____

Police _____

City Manager _____

City Council _____ (Date)

Attachments: _____

Other provisions: _____

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

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

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

Applicant's Signature: _____

[Signature]

Date: _____

5/27/25

TO WHOM IT MAY CONCERN:

Permission is hereby granted to JOSEPH MIRANDA MEMORIAL SCHOLARSHIP FNDTN and AMERICAN PROMOTIONAL EVENTS, - WEST, INC., d.b.a., TNT FIREWORKS, for the exclusive right to use the property located at **5116 IRWINDALE AVENUE** in the City of **IRWINDALE** for their **2025** Fireworks stand.

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

ST CYRIL OF ALEXANDRIA COPTIC ORTHODOX CHURCH

DocuSigned by:
By: Ash Botros Date: 4/21/2025
Ash Botros
Authorized Agent

LOC#: CSR2902



Joseph "Pepe" Miranda Sports Scholarship and Grant Foundation

Irwindale, CA 91706

EIN 73-1662838

May 23rd, 2025

To Whom It May Concern,

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

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

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

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

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

Sincerely,

Erika M. Pusey
Founding Board Member
Secretary



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

MC GILLS

SALES ASSOCIATE BENNETT

CITY IRWINDALE

LOCATION# CSR2902 ORGANIZATION JOSEPH MIRANDA SCHOLARSHIP

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

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

ADDRESS 5116 IRWINDALE AVENUE

INTERSECTION NEC IRWINDALE AVENUE & CALLE DEL NORTE

THOMAS GUIDE — COUNTY LA

PAGE

GRID

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



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
TEMPORARY SELLER'S PERMIT



PERMIT NUMBER

229411936 - 00001

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

EFFECTIVE DATE:

June 28, 2025 thru July 4, 2025

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

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

PLEASE RETAIN THIS DOCUMENT FOR YOUR
RECORDS.

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

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

A MESSAGE TO OUR PERMIT HOLDER

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

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

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

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

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

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



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

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

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

LICENSEE INFORMATION

Name (Last, First): Deeth, Terese	Phone Number:
Mailing Address (Street Address, City, CA, Zip): 555 N. Gilbert St, Fullerton, CA, 92833	
Local Contact Person and Phone Number (if different from Licensee above): STEVE BENNETT, (714) 738-1002	

STAND INFORMATION

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

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.: W-1081
Contact Name: Deeth, Terese	Phone Number: 7147381002

FIRE AUTHORITY HAVING JURISDICTION

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

CAL Fire Validation No. 9265 Valid Through 06/28/2025-07/06/2025

		04/09/2025
_____ Signature of Fireworks Program Coordinator	_____ Signature of Licensee	_____ Date

-NOTICE-

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

11/1/2025

DATE (MM/DD/YYYY)

11/14/2024

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED 1359665 American Promotional Events, Inc. DBA TNT Fireworks, Inc. 555 North Gilbert Avenue Fullerton CA 92833 CSR2902	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Century Surety Company</td><td>36951</td></tr><tr><td>INSURER B : Arch Specialty Insurance Company</td><td>21199</td></tr><tr><td>INSURER C : Arch Indemnity Insurance Company</td><td>30830</td></tr><tr><td>INSURER D : Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Century Surety Company	36951	INSURER B : Arch Specialty Insurance Company	21199	INSURER C : Arch Indemnity Insurance Company	30830	INSURER D : Arch Insurance Company	11150	INSURER E :		INSURER F :	
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INSURER D : Arch Insurance Company	11150														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 12253685**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	N	CCP1219465	12/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y	N	UXP0056189-11	12/1/2024	11/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	34WC11101000 (AOS) 31WC11100900 (FL)	11/1/2024 11/1/2024	11/1/2025 11/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

CERTIFICATE HOLDER**12253685**

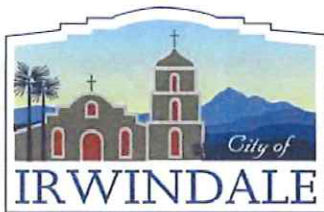
Joseph Miranda Scholarship Foundation & the City of Irwindale, their officers, agents and employees when acting in their official capacities as such
5050 North Irwindale Avenue
Irwindale CA 91706

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



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

RECEIVED

MAY 29 2025
CITY OF IRWINDALE
OFFICE OF THE CITY CLERK

FIREWORKS SALES PERMIT APPLICATION

*PERMIT TO BE ON LOCATION AT ALL TIMES

General Conditions

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

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

Name of Organization COLOMBUS CLUB 5650

Organization Address [REDACTED]

Street Address

IRWINDALE CALIFORNIA 91706
City State Zip

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

Location of Meeting Place [REDACTED]

Street Address

IRWINDALE CALIFORNIA 91706
City State Zip

Location of Fireworks Stand [REDACTED]

Street Address

Emergency Contact JUAN LOPEZ [REDACTED]

Name and Phone Number of Person in Charge of Stand

Name and Addresses of Officers of Organization

(attach additional sheets, if needed)

Officer's Name ISMAEL ESPARZA Title G.K. Phone ()

Home Address [REDACTED] DUARTE CALIF 91010

Officer's Name ADRIAN MORALES Title D.G.K. Phone ()

Home Address [REDACTED] COVINA CALIF 91722

Officer's Name DEO VILLAFRACA Title F.S. Phone ()

Home Address [REDACTED] BALDWIN PARK 91706

OFFICE USE ONLY

Date Application Received _____ Received By _____

(Please attach a copy of the receipt)

Date **\$50.00** Refundable Permit Fee Paid _____ ☐ Cash ☐ Cashier's Check

Received By _____

Approvals and Conditions:

Planning _____

Public Works _____

Police _____

City Manager _____

City Council _____ (Date) _____

Attachments: _____

Other provisions: _____

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

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

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

Applicant's Signature: _____

Date: 5-29-2025

PROPERTY USE PERMISSION FORM

TO WHOM IT MAY CONCERN:

Permission is hereby granted to **COLUMBUS CLUB** and AMERICAN PROMOTIONAL EVENTS, - WEST, INC., d.b.a., TNT FIREWORKS, for the exclusive right to use the property located at **16025 CYPRESS STREET** in the City of **IRWINDALE** for their **2025** Fireworks stand.

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

It is understood that the fireworks stand will be erected on or after June 22, 2025 and removed on or before July 9, 2025. This sale will be conducted in accordance with all City, County and State regulations, and the property left clean and free of debris.

LESSOR: **OUR LADY OF GUADALUPE CHURCH**

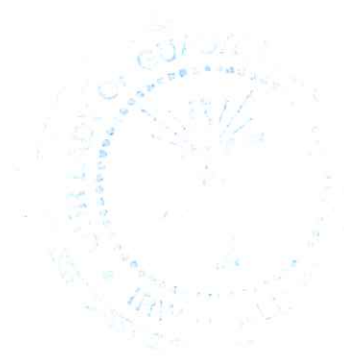
By: (Sign) W. Rodriguez

Date: 04/25/2025

Print Name: Fr. William Rodriguez

Title: Pastor

Loc # CSR1602





Knights of Columbus

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

May 13, 2025

To: Deputy City Clerk

We the Knights of Columbus Council 5650 Located at 16025 E. Cypress St. in Irwindale California are requesting to put up a fireworks stand from June 22 2025 to July 9 2025 in the following location:

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

We are nonprofit organization and will be fundraising for our council solely for 2charitable purposes.

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

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

Sincerely,

PGK

Juan Lopez



TNT FIREWORKS

INSPECTION DATE 6/26

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

SALES SB LOC# CSR1602 CITY IRWINDALE

ORGANIZATION COLUMBUS CLUB

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

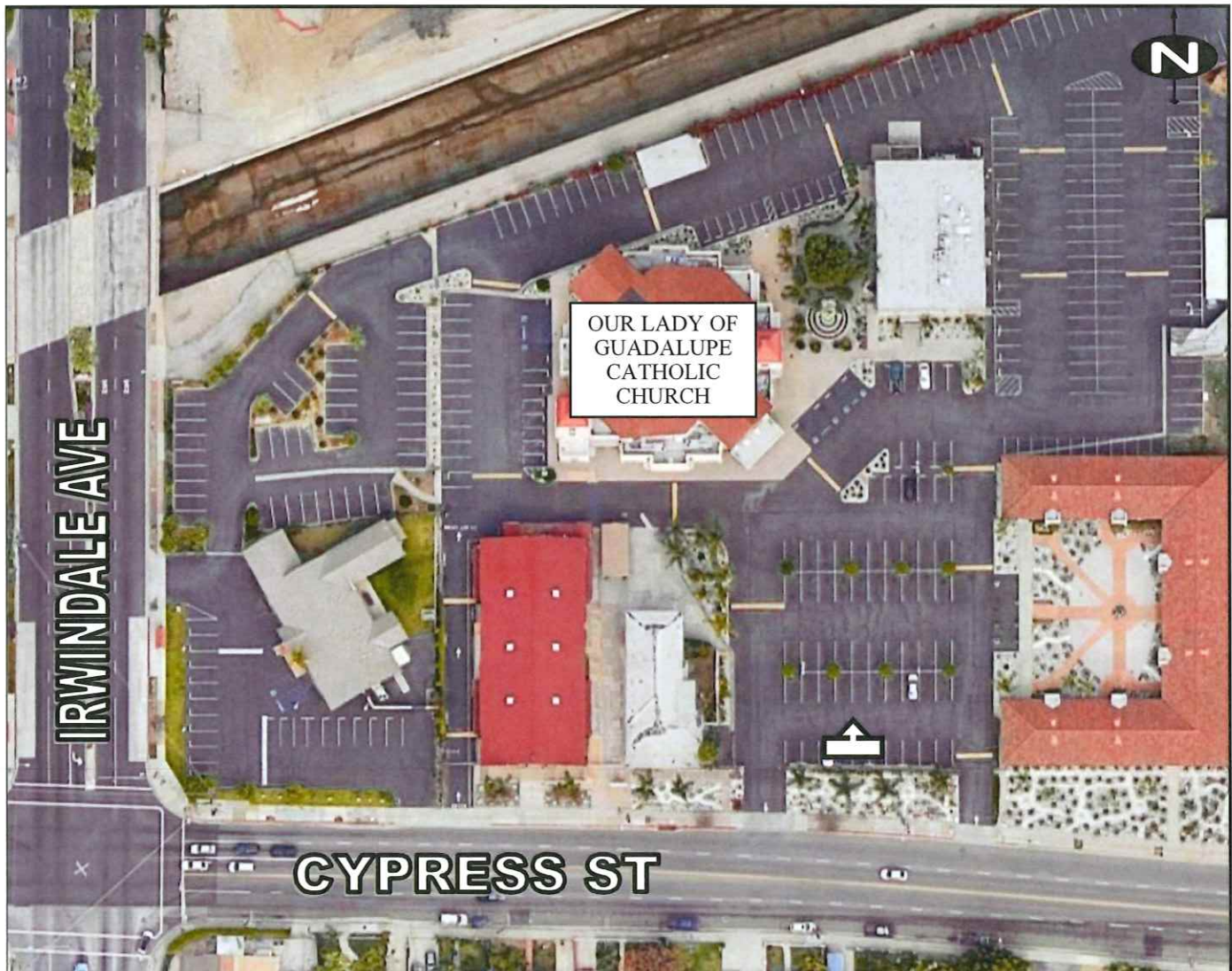
SET-UP 6/22 DOWN DATE 7/8 LIGHTS MCGILLS

DESCRIPTION/ADDRESS 16025 CYPRESS STREET

INTERSECTION E OF NEC CYPRESS ST & IRWINDALE AVE

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

SETBACKS: CURB _____ SIDEWALK _____ BUILDINGS _____



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
TEMPORARY SELLER'S PERMIT



PERMIT NUMBER

212634720 - 00001

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

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

EFFECTIVE DATE:

June 28, 2025 thru July 4, 2025

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

PLEASE RETAIN THIS DOCUMENT FOR YOUR
RECORDS.

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

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

A MESSAGE TO OUR PERMIT HOLDER

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

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

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

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

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

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



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

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

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

LICENSEE INFORMATION

Name (Last, First): Deeth, Terese	Phone Number:
Mailing Address (Street Address, City, CA, Zip): 555 N. Gilbert St, Fullerton, CA, 92833	
Local Contact Person and Phone Number (if different from Licensee above): STEVE BENNETT, (714) 738-1002	

STAND INFORMATION

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

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.: W-1081
Contact Name: Deeth, Terese	Phone Number: 7147381002

FIRE AUTHORITY HAVING JURISDICTION

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

CAL Fire Validation No.
9264
Valid Through
06/28/2025-07/06/2025

04/09/2025

Signature of Fireworks Program Coordinator

Signature of Licensee

Date

-NOTICE-

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

11/1/2025

DATE (MM/DD/YYYY)

11/14/2024

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED 1359665 American Promotional Events, Inc. DBA TNT Fireworks, Inc. 555 North Gilbert Avenue Fullerton CA 92833 CSR1602	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Century Surety Company</td><td>36951</td></tr><tr><td>INSURER B :</td><td>Arch Specialty Insurance Company</td><td>21199</td></tr><tr><td>INSURER C :</td><td>Arch Indemnity Insurance Company</td><td>30830</td></tr><tr><td>INSURER D :</td><td>Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Century Surety Company	36951	INSURER B :	Arch Specialty Insurance Company	21199	INSURER C :	Arch Indemnity Insurance Company	30830	INSURER D :	Arch Insurance Company	11150	INSURER E :			INSURER F :		
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INSURER D :	Arch Insurance Company	11150																				
INSURER E :																						
INSURER F :																						

COVERAGES **CERTIFICATE NUMBER:** 12931493 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	N	CCP1219465	12/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y	N	UXP0056189-11	12/1/2024	11/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	34WCI1101000 (AOS) 31WCI1100900 (FL)	11/1/2024 11/1/2024	11/1/2025 11/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

12931493

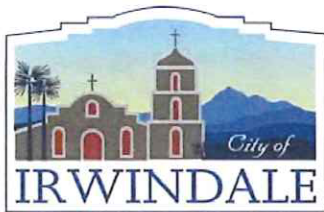
Columbus Club and the City of Irwindale, their officers, agents and employees, when acting in their official capacities as such
5050 North Irwindale Avenue
Irwindale CA 91706

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



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

RECEIVED
MAY 15 2025
CITY OF IRWINDALE
CITY CLERKS DEPT.

FIREWORKS SALES PERMIT APPLICATION

*PERMIT TO BE ON LOCATION AT ALL TIMES

General Conditions

1. The City of Irwindale requires that prior to the issuance of a permit for the sale of fireworks, the permit shall be approved by the City Council. This application must be completed in full and submitted to the Deputy City Clerk's office no later than **June 1st** of the applicable year (or the Thursday preceding when June 1st falls on a Friday, Saturday, Sunday, or holiday).
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Organization Status ☐ Veteran ☐ Patriotic ☐ Welfare ☒ Charitable ☐ Civic Betterment ☐ Religious

Name of Organization IRWINDALE SISTER CITY

Organization Address PO BOX 2023

Street Address

IRWINDALE

CA

91706

City

State

Zip

Phone (626) 484-0445 Fax () N/A E-Mail [REDACTED]

Location of Meeting Place 5050 N. IRWINDALE AVE

Street Address

IRWINDALE

CA

91706

City

State

Zip

Location of Fireworks Stand 16000-16034 ARROW HWY

Street Address

Emergency Contact GRACE L. COX

Name and Phone Number of Person in Charge of Stand

Name and Addresses of Officers of Organization

(attach additional sheets, if needed)

Officer's Name GRACE COX Title PRESIDENT Phone [REDACTED]

Home Address [REDACTED] GLEN DORA CA 91740

Officer's Name LID SANCHEZ Title TREASURER Phone [REDACTED]

Home Address [REDACTED] COVINA CA 91722

Officer's Name MARGUERITE LOPEZ-SAPIEN Title SECRETARY Phone [REDACTED]

Home Address [REDACTED] IRWINDALE CA 91706

OFFICE USE ONLY

Date Application Received 5/15/25

Received By [Signature]

(Please attach a copy of the receipt)

Date \$50.00 Refundable Permit Fee Paid 5/15/25

☐ Cash

☒ Cashier's Check

Received By [Signature]

00177264

Approvals and Conditions:

Planning _____

Public Works _____

Police _____

City Manager _____

City Council _____ (Date)

Attachments: _____

Other provisions: _____

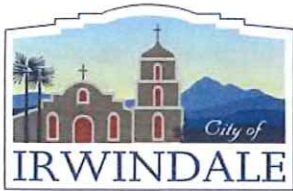
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Permittee agrees to all the terms and conditions of this permit including any provisions listed and any attachments.

Applicant's Signature: Marguerite Sapien

Date: 5/15/2025



City of Irwindale

Permission to use Property for Sale of Fireworks

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

In accordance with City of Irwindale's Municipal Code Section 8.16.040 I hereby give

permission for THE IRWINDALE SISTER CITY to use the property
(Name of Organization)

located at 16000 - 16034 ARROW HWY for the purpose of selling
(Address)

fireworks on the following dates(s) JUNE 30 - JULY 4, 2025.

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

OWNER OF PROPERTY

Julian A. Miranda
Signature(s)

Julian A. Miranda, Executive Director
Name (Please type or print)

626-430-2200
Telephone Number

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

OPW

SALES ASSOCIATE BENNETT CITY IRWINDALE

LOCATION# XXX0261 ORGANIZATION IRWINDALE SISTER CITIES ASSOC.

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

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

ADDRESS 16000-16030 ARROW HWY

INTERSECTION SEC ARROW HWY & IRWINDALE AVENUE

THOMAS GUIDE — COUNTY LA PAGE _____ GRID _____

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



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
TEMPORARY SELLER'S PERMIT



PERMIT NUMBER

246189152 - 00001

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

EFFECTIVE DATE:

June 28, 2025 thru July 4, 2025

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

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

PLEASE RETAIN THIS DOCUMENT FOR YOUR
RECORDS.

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FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (TTY:711).
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CDTFA-442-ST REV. 9 (2-22)

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

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

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



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

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

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

LICENSEE INFORMATION

Name (Last, First): Deeth, Terese	Phone Number:
Mailing Address (Street Address, City, CA, Zip): 555 N. Gilbert St, Fullerton, CA, 92833	
Local Contact Person and Phone Number (if different from Licensee above): STEVE BENNETT, (714) 738-1002	

STAND INFORMATION

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

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.: W-1081
Contact Name: Deeth, Terese	Phone Number: 7147381002

FIRE AUTHORITY HAVING JURISDICTION

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

CAL Fire Validation No.
9266
Valid Through
06/28/2025-07/06/2025

04/09/2025

Signature of Fireworks Program Coordinator

Signature of Licensee

Date

-NOTICE-

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

11/1/2025

DATE (MM/DD/YYYY)

11/14/2024

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
INSURED 1359665 American Promotional Events, Inc. DBA TNT Fireworks, Inc. 555 North Gilbert Avenue Fullerton CA 92833 XXX0261	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Century Surety Company NAIC # 36951
	INSURER B: Arch Specialty Insurance Company 21199
	INSURER C: Arch Indemnity Insurance Company 30830
	INSURER D: Arch Insurance Company 11150
	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 12253695**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	N	CCP1219465	12/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y	N	UXP0056189-11	12/1/2024	11/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	34WCI1101000 (AOS) 31WCI1100900 (FL)	11/1/2024 11/1/2024	11/1/2025 11/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

CERTIFICATE HOLDER**CANCELLATION****12253695**

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

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

AUTHORIZED REPRESENTATIVE

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City of
IRWINDALE
AGENDA REPORT

Date: June 11, 2025

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

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

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

City Manager's Recommendation:

It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority **adopt Joint Resolution No. 2025-43-3631, SA 2025-44-3632, HA 2025-03-147, and RA 2025-05-044** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2024-35-3512, SA 2024-36-3513, HA 2024-05-143, and RA 2024-03-042 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY."

Administrative Action:

Submitted / Prepared/Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer



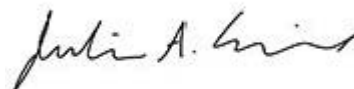
Reviewed by:

Adrian R. Guerra, City Attorney / General Counsel



Approved by:

Julian A. Miranda, City Manager / Executive Director



Background and Analysis:

The City Treasurer is required by the State of California Government Code section 53646, to present to the City Council the City's Investment Policy on an annual basis or when any change is proposed to be made to the policy.

The City of Irwindale's Investment Policy was last reviewed and approved on June 12, 2024. The City Treasurer has reviewed the current Investment Policy and is recommending appropriate and necessary changes to the overall policy as shown in the legislative format of the attached Exhibit A, Draft City of Irwindale Investment Policy. The updated Investment Policy would be adopted via the proposed resolutions of the City Council, Housing Authority, Reclamation Authority, and Successor Agency.

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

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

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

The next Investment Report will be presented to the City Council/Boardmembers at their regularly scheduled meeting on July 23, 2025, and it will list the combined investment portfolio for the City of Irwindale, Successor Agency, Housing Authority, and Reclamation Authority as of the quarter ending June 30, 2025.

Fiscal Impact:

None

Attachments:

1. Exhibit A - DRAFT Investment Policy June 2025
2. Resolution 2025-43-3631 (Joint with SA,HA, & RA) - Investment Policy

EXHIBIT A



DRAFT
CITY OF IRWINDALE
INVESTMENT POLICY
JUNE 20242025

POLICY

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

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

SCOPE

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

PRUDENCE

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

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

OBJECTIVES

Safety of Principal

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

Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in investment grade securities and by diversifying the investment portfolio.

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

Liquidity

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

Yield: Return on InvestmentsRate of Return

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

SOCIAL RESPONSIBILITY

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

INVESTMENT MATURITY

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

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

AUTHORIZED BANKS AND SECURITY DEALERS

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

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

AUTHORIZED INVESTMENTS

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

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

- a) The State of California Local Agency Investment Fund (LAIF).
- b) Bonds issued by the City of Irwindale, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the City or by a department board, agency, or authority of the City.
- c) Bonds, notes, and similar securities issued by the United States Treasury. There will be no options or like instruments purchased.
- d) Bonds, notes and similar securities issued by United States government agencies.
- e) Registered state warrants or treasury notes or bonds issued by the State of California.

- f) Bonds, notes, warrants or other evidence of debt issued by a local agency within the State of California, including pooled investment accounts sponsored by the State of California, County Treasurers, other local agencies or Joint Powers Agencies.
- g) Medium-term notes (maximum maturity of 5 years or less) of corporations organized and operating within the United States rated "A" or better by nationally recognized rating agency. Purchases may not exceed 30% of the portfolio.
- h) Negotiable certificates of deposit which are fully insured by the Federal Deposit of Insurance Corporation (FDIC).
- i) Collateralized bank deposits with a perfected security interest in accordance with the Uniform Commercial Code (UCC) or applicable federal security regulations.

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

Commented [KB1]: As of June 2024, Banker's acceptances are expected to largely cease to exist due to the discontinuation of the Canadian Dollar Offer Rate, which is the basis for most lending models, therefore, most banks are not offering, and market is winding down rapidly.

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

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

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

Quarterly Report of Investments.

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

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

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

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

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

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

INVESTMENTS HELD SEPARATELY

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

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

DERIVATIVE INVESTMENTS

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

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

COLLATERAL REQUIREMENTS

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

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

SAFEKEEPING OF SECURITIES

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

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

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

PERFORMANCE EVALUATION

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

The City's investment strategy is passive. Passive investment portfolio management generally indicates that the Treasurer will purchase an instrument and hold it through to call or maturity, and then reinvest the monies. Although the City's investment strategy is passive, this will not restrict the Treasurer from evaluating when swaps are appropriate or if the sale of an instrument is prudent prior to final maturity. Given this strategy, the basis used by the Treasurer to determine whether market yields are being achieved shall be the Local Agency Investment Funds (LAIF).

DELEGATION OF AUTHORITY

The Charter of the City assigns the custody of all City funds to the City Treasurer. Pursuant to the Government Code, the City Council may delegate to the Treasurer for a one-year period the authority to invest or to reinvest all funds of the City. So long as the City Council's annual delegation of investment authority pursuant to California Government Code Section 53607 to the City Treasurer is effective, no person may engage in investment transactions unless directed by the City Treasurer, or in the absence of such effective delegation, unless directed by the City Council. In the execution of this delegated authority, the City Treasurer may establish accounts with well qualified, financially sound financial institutions and/or brokers/dealers for the purpose of completing investment transactions in accordance with this policy. The City Treasurer shall establish procedures for the operation consistent with this investment policy.

ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or impairs their ability to make impartial investment decisions. Additionally, the City Treasurer is required to annually file applicable financial disclosures as required by the Fair Political Practices Commission.

INTERNAL CONTROL

The Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with the City's Investment Policy and for establishing internal controls that are

designed to prevent losses due to fraud, negligence, and third-party misrepresentation. Accordingly, the City Treasurer shall establish procedures for the operation of the City's investment program that are consistent with the provisions of this Investment Policy.

Internal controls deemed most important shall include (but not limited to): avoidance of collusion; separation of duties and administrative controls; separating transaction authority from accounting and record keeping; custodial safekeeping; clear delegation of authority; management approval and review of investment transactions; specific limitations regarding securities losses and remedial action; written confirmation of telephone transactions; documentation of investment transactions and strategies; and monitoring of results.

REPORTING

The City Treasurer shall provide the City Council/Boardmembers quarterly investment reports which provide a clear picture of the status of the current investment portfolio. The treasurer's report shall include the type of investments, the issuers, maturity dates, par values, and the current market values of each component of the portfolio, including funds managed for the City by third party safekeeping custodians. The report will also include the source of the portfolio valuation. The report must also include a certification that the City will meet its expenditure obligations for the next six months as required by California Government Code Section 53646(b)(3). The City Treasurer shall maintain a complete and timely record of all investment transactions.

LEGISLATIVE CHANGES

Any State of California legislative action, that further restricts allowable maturities, investment type or percentage allocations, will be incorporated into the City's Investment Policy and supersede any and all previous applicable language.

POLICY REVIEW

The Statement of Investment Policy shall be updated annually in the month of June by the City Treasurer and submitted to the City Council for review and adoption.

**RESOLUTION NO. 2025-43-3631
RESOLUTION NO. SA 2025-44-3632
RESOLUTION NO. HA 2025-03-147
RESOLUTION NO. RA 2025-05-044**

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD,
AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING
RESOLUTION NOS. 2024-35-3512, SA 2024-36-3513, HA 2024-05-143, and RA 2024-
03-042 IN THEIR ENTIRETY, AND ADOPTING A
CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO
THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE
CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING
AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY**

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

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

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

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

WHEREAS, the Investment Policy was presented by the City Treasurer as a joint item to the City Council, and Boards of the Successor Agency, Housing Authority, and Reclamation Authority at the public meeting held on June 12, 2024; and

WHEREAS, Investment Policy Resolution Numbers 2024-35-3512, SA 2024-36-3513, HA 2024-05-143, and RA 2024-03-042 are proposed to be repealed and replaced in their entirety with an updated Investment Policy and corresponding Resolution Numbers 2025-43-3631, SA 2025-44-3632, HA 2025-03-147, and RA 2025-05-044; and

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

WHEREAS, Resolution Numbers 2025-43-3631, SA 2025-44-3632, HA 2025-03-147, and RA 2025-05-044 would also renew the delegation of authority to invest or

Resolution No. 2025-43-3631
SA 2025-44-3632
HA 2025-03-147
RA 2025-05-044
Page 1

reinvest funds, or sell or exchange securities, to the City Treasurer for a one-year period; and

WHEREAS, the City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority desire to approve the City of Irwindale Investment Policy by adopting Resolution Numbers 2025-43-3631, SA 2025-44-3632, HA 2025-03-147, and RA 2025-05-044 respectively, and delegate investment authority to the City Treasurer.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD DO HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

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

SECTION 2. The City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority have reviewed and hereby approve and adopt the Investment Policy attached as Exhibit "A" and made a part hereof.

SECTION 3. Resolution Numbers 2024-35-3512, SA 2024-36-3513, HA 2024-05-143, and RA 2024-03-042 are hereby repealed and replaced in their entirety by Resolution Numbers 2025-43-3631, SA 2025-44-3632, HA 2025-03-147, and RA 2025-05-044, respectively, and the City of Irwindale Investment Policy is hereby replaced in its entirety by the adopted Investment Policy attached as Exhibit "A."

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

SECTION 5. If any section, subsection, sentence, clause or phrase of this Resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 6. The Chief Deputy City Clerk, Secretary to the Successor Agency, and Authority Assistant Secretaries shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 11th day of June 2025.

Larry G. Burrola, Mayor/Chair

ATTEST:

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

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution Nos. 2025-43-3631, SA 2025-44-3632, HA 2025-03-147, and RA 2025-05-044 were adopted jointly at a regular meeting of the City Council of the City of Irwindale held on June 11th, 2025, by the following vote:

AYES: Councilmembers/Agency Members/Authority Members:

NOES: Councilmembers/Agency Members/Authority Members:

ABSENT: Councilmembers/Agency Members/Authority Members:

ABSTAIN: Councilmembers/Agency Members/Authority Members:

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

Resolution No. 2025-43-3631
SA 2025-44-3632
HA 2025-03-147
RA 2025-05-044
Page 3

Item #20.D.

City of
IRWINDALE
AGENDA REPORT

Date: June 11, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Irwindale Chamber of Commerce Services Agreement

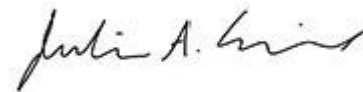
City Manager's Recommendation:

That the City Council approve and authorize the City Manager to execute the "Services Agreement" between the City of Irwindale and the Irwindale Chamber of Commerce beginning July 1, 2025, and expiring on June 30, 2026, or provide further direction.

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager



Prepared by:

Iris Espino, Assistant to the City Manager



Reviewed by:

Adrian R. Guerra, City Attorney

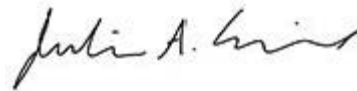


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Since 2008, the Irwindale Chamber of Commerce (“Chamber”), through a Services Agreement with the City of Irwindale (“City”), has provided services to the City and businesses that are Chamber members. They have proven to be an invaluable resource to the business community and an outstanding partner with the City.

The proposed Services Agreement, “Exhibit A,” provides an instrument by which both parties can identify their respective roles and expectations in consideration of the financial assistance provided to the Chamber by the City. The proposed Services Agreement is for 12 months, beginning July 1, 2025, and ending June 30, 2026. The total contract amount is \$30,000, the same amount recommended to the Chamber in previous years.

Subsequently, the Chamber submitted a letter of request for additional funding to the City Council for FY 2024-2025 to offset budget shortfalls, leading to the Council agreeing to a contract amount of \$45,000 for the year. However, after a review of the services provided, staff recommends continuing with a \$30,000 agreement as previously recommended.

Fiscal Impact:

The Administrative Services (Account No. 01-18-180-42140-0000) proposed FY 2024-2025 budget includes the \$30,000 needed for the proposed Services Agreement.

Attachments:

1. DRAFT Services Agreement Chamber of Commerce FY 2025-2026

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
THE IRWINDALE CHAMBER OF COMMERCE**

This AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is retroactively made and entered into on the 1st day of July, 2025 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation (“City”) and THE IRWINDALE CHAMBER OF COMMERCE, a California non-profit organization (herein “CHAMBER”). City and Chamber are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CHAMBER

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Chamber shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Chamber warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Chamber shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Chamber shall be compensated in accordance with Section 2.2 of this Agreement, but not exceeding the maximum contract amount of Thirty Thousand Dollars (\$30,000) (“Contract Sum”).

2.2 Invoices. On the first business day of July 2025, October 2025, January 2026, and April 2026, Chamber shall furnish City an original invoice equal to, but in no event shall exceed, \$7,500 (Seven Thousand Five Hundred and Zero Cents) for all work performed and expenses incurred during the preceding period in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Chamber is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Chamber shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Chamber to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Chamber which are disputed by City, City will use its best efforts to cause Chamber to be paid within forty five (45) days of receipt of Chamber's correct and undisputed invoice; however, Chamber acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Chamber for correction and resubmission. Review and payment by the City of any invoice provided by the Chamber shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Chamber, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Chamber. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. The Chamber shall provide perform all services within the time period(s) established in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference,

3.3 Force Majeure. The time period(s) specified in Section 3.2 for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Chamber, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Chamber shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Chamber be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Chamber's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall begin July 1, 2025, and continue in full force and effect through June 30, 2026.

4. COORDINATION OF WORK

4.1 Representative of Chamber. The President and CEO is hereby designated as being the representative of Chamber authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Chamber and any authorized agents shall be under the exclusive direction of the representative of Chamber. Chamber shall utilize only competent personnel to perform services pursuant to this Agreement. Chamber shall make every reasonable effort to maintain the stability and continuity of Chamber's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. The City Manager or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Chamber shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Chamber. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Chamber, its agents or employees, perform the services required herein, except as otherwise set forth. Chamber shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Chamber shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Chamber shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of

California and which shall indemnify, insure and provide legal defense for the Chamber against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Chamber in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Chamber’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Chamber’s services or the termination of this Agreement. During this additional 5-year period, Chamber shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Chamber shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all requirements stated herein.

5.2 General Insurance Requirements.

All above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Chamber’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Chamber shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Chamber has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City’s Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Chamber agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Chamber, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Chamber is legally liable (“indemnitors”), or arising from Chamber’s or indemnitors’ reckless or willful misconduct, or arising from Chamber’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Chamber and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Chamber shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Chamber shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Chamber in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Chamber. Chamber shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Chamber shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or

court order shall not be considered “voluntary” provided Chamber gives the City notice of such court order or subpoena.

(c) If Chamber provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Chamber for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Chamber’s conduct.

(d) Chamber shall promptly notify the City should Chamber be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Chamber or be present at any deposition, hearing or similar proceeding. Chamber agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Chamber.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Chamber in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Chamber shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Chamber with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that the Chamber is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Chamber for any work performed after the date of default. Instead, the City may give notice to Chamber of the default and the reasons for the default. The notice shall include the timeframe in which Chamber may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Chamber is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Chamber does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or

injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Chamber shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Chamber, except that where termination is due to the fault of the Chamber, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Chamber reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Chamber may determine. Upon receipt of any notice of termination, Chamber shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Chamber has initiated termination, the Chamber shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Chamber has initiated termination, the Chamber shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Chamber. If termination is due to the failure of the Chamber to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Chamber shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Chamber for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Chamber covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Chamber shall take affirmative action to ensure that applicants are employed and that employees are treated during

employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Chamber, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Chamber or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N Irwindale Ave, Irwindale, CA 91706 and in the case of the Chamber, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Chamber warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Chamber further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Chamber is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Chamber’s Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

Julian A. Miranda, City Manager

ATTEST:

Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CHAMBER:

By: _____
Name: Steven Hillgren
Title: Chair of the Board

By: _____
Name: Lily Phan
Title: President/CEO
Address: 5155 N Irwindale Ave
Irwindale, CA 91706

Two corporate officer signatures required when Chamber is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CHAMBER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CHAMBER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

The **CHAMBER** shall be responsible for providing the following:

1. Cornerstone Club Member

Recognize **CITY** as a Cornerstone Club Member Platinum level, receiving all consideration, benefits, sponsorship, and advertising opportunities that inure to the benefits of the highest Cornerstone Club member.

2. Economic Vitality

- A. Serve as information bureau to its members and new businesses by properly communicating **CITY** information. The information bureau shall serve the business and residential community.
- B. Answer inquiries concerning community facilities and services and refer callers to appropriate **CITY** departments.
- C. Assist the **CITY** in the attraction, retention, and expansion of business in Irwindale through collaboration with the Economic Development Division, which shall reach out to businesses and offer workshops and assistance to the business community.
- D. In coordination with the City Economic Development Division, conduct monthly business visits to businesses within City proper, and any needed follow-ups.
- E. Provide businesses with an avenue to announce their presence in the community at large, through groundbreaking events, ribbon-cutting ceremonies and open houses.

3. Promoting the Community

- A. In coordination with the City, plan an annual Reception event for the Mayor.
- B. Maintain an up-to-date website with pertinent community information with links to **CITY**'s website.
- C. Promote City activities, events, and initiatives via all the Chamber's Social Media Network(s).
- D. Participate in the City's community business expo event(s).

4. Community Activities

A. Work with **CITY** in co-sponsoring agreed-upon community activities and be responsible for publicizing **CITY** and/or **CHAMBER-sponsored** activities, including but not limited to the annual job fair / community picnic, First Responders Appreciation Day.

i. Promote **CITY** events by providing a link on the **CHAMBER** website to the **CITY** website.

B. Showcase **CITY** dignitaries, employees, and Young Citizens at **CHAMBER** events.

i. Annual Golf Tournament

a. Provide **CITY** with up to three (3) complimentary golf foursomes.

b. Recognize **CITY** as a co-partner in event promotion. It is understood that said co-partnership does not constitute any additional commitment of funds from **CITY** beyond those in Section 3.1 of this Agreement.

c. Provide gift card for total up to \$500 to be given as a raffle prize by the City during the Tournament.

ii. Annual Installation Event

a. Invite the Mayor to preside over the swearing-in ceremony for the Board of Directors.

b. Invite City Council to participate in ceremonial roles.

c. Recognize **CITY** as a co-partner in event promotion. It is understood that said co-partnership does not constitute any additional commitment of funds from **CITY** beyond those in Section 3.1 of this Agreement.

d. Provide **CITY** with up to two (2) complimentary tables.

5. City Representation at Chamber Functions

Provide **CITY** with 24 complimentary seats during the term of this Agreement at events, breakfasts, or mixers.

Provide **CITY** with one (1) complimentary table at each Chamber legislative leadership luncheon throughout the period of this Agreement.

Provide **CITY** with one (1) complimentary table at the Holiday luncheon.

6. Education Programs

At **CHAMBER's** discretion, **CHAMBER** may disseminate information to the business community of pending Federal, State, and City legislative actions that may impact the community, its citizens, and businesses.

7. Quarterly Report

Present a written and verbal report to the **CITY** quarterly, at the second City Council meeting in January, April, July, and October, summarizing the current activities in compliance with the requirements of this Agreement.

8. Strategic Business Plan

Submit a Strategic Business Plan to the City Council annually by April 30 for review and comment.

9. Funding Process

On April 1 of each year during the term of this Agreement, **CHAMBER** shall submit a funding request letter along with a recap of **CHAMBER** activities conducted during the previous fiscal year. The City Council shall consider the funding required in its annual budget development process.

10. Audit

At all times during the term of this Agreement, **CHAMBER** shall permit a designated **CITY** representative to examine its financial records and make such records available for examination during normal business hours.

11. City Assistance

In order to carry out some programs and activities called for in this Agreement, it may be necessary for the **CITY** to assist **CHAMBER**. Such activities may include up to three (3) E-Waste Collections and Fall Forum. Upon completion of established application procedures (or in written form if no application procedure exists), availability and approval by **CITY**, **CITY**, as its sole discretion, may provide **CHAMBER** with facilities, personnel and other assistance **CITY** deems fit. It is understood there will be no charge to **CHAMBER** for this assistance.

City of
IRWINDALE
AGENDA REPORT

Date: June 11, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award of Contract for Construction of the FY 24-25 Pavement Rehabilitation Project

City Manager's Recommendation:

That the City Council (1) authorize the City Manager to enter into an agreement with Sully-Miller Contracting Company in the amount of \$568,127.85 for the 2024-2025 Pavement Rehabilitation Project; (2) approve a 10% construction contingency in the amount of \$56,812.80 to cover any unforeseeable conditions that may arise during construction.

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering/Building Official



Prepared by:

Luis Pimentel, Associate Engineer



Reviewed by:

Adrian R. Guerra, City Attorney

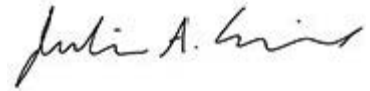


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City's resurfacing program provides required maintenance to the City's street system, which extends the life of City streets and minimizes costly repairs, such as reconstruction. The 2024-2025 Pavement Rehabilitation Project is identified in the City's Capital Improvement Program, and includes Myrtle Avenue with speed humps being installed on Hidalgo Street. The project also includes replacing damaged concrete sidewalks on Myrtle Avenue.

On May 12 and 19, 2025, a Notice Inviting Bids for the project was advertised in the San Gabriel Valley Tribune. The final submission date for bids on PlanetBids was May 28, 2025 at 11:00 am. The City received (9) bids with the following results:

	Contractor	Total Bid Amount
1	Sully-Miller Contracting Company	\$568,127.85
2	Estate Design and Construction	\$584,675.27
3	Gentry Brothers, Inc.	\$634,425.00
4	All American Asphalt	\$634,644.00
5	Onyx Paving Company	\$636,000.00
6	Calmex Engineering Inc.	\$683,422.90
7	Hardy & Harper, Inc.	\$698,500.00
8	Excel Paving	\$706,436.70
9	LCR Earthwork & Engineering Corp	\$955,002.50

Staff reviewed the bid proposals and found Sully-Miller Contracting Company to be the lowest responsible bidder with a valid California contractor's license, Department of Industrial Relations (DIR) registration, not barred from bidding on public works contracts, and having good references.

Staff recommends the contract be awarded to Sully-Miller Contracting Company in the amount of \$568,127.85 for the 2024-2025 Pavement Rehabilitation Project.

It is anticipated that there will be a cost of \$50,000 for work related to construction inspections and quality control. This work will be performed by one of our consultants under the City's existing On-Call As Needed Consulting Services List.

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

Fiscal Impact:

Funding for this project has been budgeted in the FY 2024-2025 CIP Budget as Pavement Rehabilitation

Program (Account No. 48-80-800-45300-8359). The total cost for this Project is \$674,940.65 (Total Bid: \$568,127.85 + \$56,812.80 (10% Construction Contingency) + \$50,000.00 (Construction Inspection & QC). The Project is budgeted for \$600,000 plus the carryover from the Residential Resurfacing Project III in the amount of \$200,000 for a total available amount of \$800,000. This Project is funded through the General Fund, Mining Impact Fund, Gas Tax, Prop C, TDA, Measure R, and Measure M funds. There is sufficient funding for the Pavement Rehabilitation Project.

Attachments:

1. 06-11-2025 Award of Contract for Construction of the 24-25 Pavement Rehabilitation Project; P-1068 - AGREEMENT (2010766.1)

**PUBLIC WORKS CONSTRUCTION CONTRACT AGREEMENT
BETWEEN THE CITY OF IRWINDALE AND
SULLY-MILLER CONTRACTING COMPANY**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this 11th day of June, 2025, by and between the City of Irwindale, a California charter city (“**City**”) and Sully-Miller Contracting Company, 135 S. State College Boulevard Suite 400, Brea, CA 92821 (“**Contractor**”). City and Contractor may be referred to, sometimes individually or collectively, as “**Party**” or “**Parties**.”

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Irwindale Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference. The Scope of Services shall include Contractor’s Proposal or Bid Documents submitted for the project entitled **2024-2025 Pavement Rehabilitation Project; P-1068** (“**Project**”). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “**Proposal**” or “**Bid Documents**” refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction

Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Green Book.

The provisions of the most recent edition of the Standard Specifications for Public Works Construction, as updated by errata, (“Greenbook”) are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“**DIR**”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified

in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a

periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.6 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by

contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.7 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.8 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.9 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.10 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.11 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works Engineering or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works Engineering or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to five percent (5%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) working days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works Engineering or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works Engineering or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.12 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the “Schedule of Compensation,” attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor’s expenses, of an amount not to exceed Five Hundred Sixty-Eight Thousand, One Hundred Twenty-Seven Dollars and 85/100 Cents (\$568,127.85) (“**Contract Sum**”) for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor’s Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor’s first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor’s correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code

Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within Thirty (30) working days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Five Hundred Dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (“Principals”) are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Anthony Lino,

Assistant Secretary

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor’s officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Luis Pimentel or any other person as may be designated by the City’s Director of Public Works Engineering or City Engineer. It shall be the Contractor’s responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City’s Director of Public Works Engineering or City Engineer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor 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 \$5,000,000 per occurrence, \$10,000,000 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.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and

property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits

maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed \$25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "D" and Exhibit "E" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event

Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that

taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in

Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid

conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Interim Director of Engineering/Building Official and to the attention of the Project Manager (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave, Irwindale, California 91706 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this

Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or

other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE, a California
charter city

Julian A. Miranda, City Manager

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONTRACTOR:

Sully-Miller Contracting Company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: Sully-Miller Contracting
Company
135 S. State College Blvd,
Suite 400
Brea, CA 92821

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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INDIVIDUAL

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GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

SCOPE OF SERVICES

- I. Contractor will perform construction services related to the 2024-2025 Pavement Rehabilitation Project for Myrtle Avenue & Hidalgo Street, which is identified in the City's Capital Improvement Program, and incorporated herein as though set forth in full.**
- II. As part of the Construction Services, Contractor will deliver the following tangible work products to the City:**
 - A. Resurface/reconstruct Myrtle Avenue.**
 - B. Remove existing and construct new sidewalk panels on Myrtle Avenue.**
 - C. Install speed humps on Hidalgo Street.**
- III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Contractor shall complete work for the Project in accordance with the following:

**2024-2025 PAVEMENT REHABILITATION PROJECT, IN THE CITY OF IRWINDALE:
MYRTLE AVENUE AND HIDALGO STREET.**

P-1068

BID SCHEDULE:

**2024-2025 PAVEMENT REHABILITATION PROJECT, IN THE CITY OF IRWINDALE:
MYRTLE AVENUE:**

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS	47,500.00	47,500.00
2	TRAFFIC CONTROL	1	LS	21,000.00	21,000.00
3	CLEARING AND GRUBBING	1	LS	500.00	500.00
4	STORMWATER POLLUTION PREVENTION/EROSION CONTROL	1	LS	1,000.00	1,000.00
5	PRESERVATION OF EXISTING CITY MONUMENTS	1	LS	4,900.00	4,900.00
6	COLDMILL (GRIND AND DISPOSE) EXISTING AC PAVEMENT, 4" MIN. DEPTH	120,000	SF	0.65	78,000.00
7	CONSTRUCT 4" AC OVERLAY	3,000	TONS	90.00	270,000.00
8	REMOVE AND DISPOSE EXISTING AC PAVEMENT, BASE AND/OR NATIVE SOIL; 14" MIN DEPTH	1,800	S.F.	6.00	10,800.00
9	CONSTRUCT 8" CRUSHED AGGREGATE BASE	100	TONS	72.00	7,200.00
10	CONSTRUCT 6" AC OVERLAY	80	TONS	215.00	17,200.00
11	REMOVE EXISTING AND CONSTRUCT NEW 4" THICK P.C.C. SIDEWALK	500	SF	27.50	13,750.00
12	REMOVE AND DISPOSE OF EXISTING DRIVEWAY APRON, CURB AND GUTTER	1	LS	3,000.00	3,000.00
13	CONSTRUCT NEW 4" THICK P.C.C. SIDEWALK PER CONSTRUCTION NOTE 8	150	SF	50.00	7,500.00

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
14	CONSTRUCT NEW 8" P.C.C. CURB & 24" GUTTER PER CONSTRUCTION NOTE 9	30	LF	275.00	8,250.00
15	INSTALL CALTRANS TYPE E LOOP DETECTOR	2	EA	1,500.00	3,000.00
16	ADJUST ALL MANHOLES AND UTILITY COVERS TO GRADE	1	LS	22,750.00	22,750.00
17	REMOVE EXISTING PAVEMENT MARKINGS AND STRIPING ON CONCRETE	1	LS	3,372.00	3,372.00
18	INSTALL 4" SOLID DOUBLE YELLOW LINE IN THERMOPLASTIC WITH PAVEMENT MARKERS PER CALTRANS STD. PLAN A20A, DETAIL NO. 22	650	LF	1.95	1,267.50
19	INSTALL 12" SOLID WHITE LINE, A24G	825	LF	3.90	3,217.50
20	INSTALL 12" SOLID YELLOW DIAGONAL LINE @ 25' O.C. IN THERMOPLASTIC PER CALTRANS STD. PLAN	60	LF	3.90	234.00
21	INSTALL TYPE IV (L) OR (R) ARROW, A24A	9	EA	178.75	1,608.75
22	INSTALL PAVEMENT MARKINGS IN THERMOPLASTIC AS SHOWN PER CALTRANS STD. PLANS	7	EA	238.30	1,668.10
23	INSTALL 8" SOLID WHITE CHANNELIZING LINE WITH PAVEMENT MARKERS, A20D DETAIL 38B.	950	LF	1.90	1,805.00
24	INSTALL BLUE RETROREFLECTIVE RAISED PAVEMENT MARKER PER CA MUTCD FIGURE 3B-102	1	EA	30.00	30.00
25	INSTALL 4" DASHED WHITE LANE LINE, A20A DETAIL 9	3850	LF	1.30	5,005.00
26	INSTALL 4" YELLOW TWO-WAY LEFT TURN LANES IN THERMOPLASTIC PER CALTRANS STD. PLAN A20B DETAIL 32	700	LF	3.35	2,345.00
27	INSTALL TYPE VII (L) ARROW IN THERMOPLASTIC PER CALTRANS STD. PLAN A24A	1	EA	215.00	215.00

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
28	INSTALL 4" SOLID WHITE LINE WITH TYPE G PAVEMENT MARKERS, A20A	300	LF	1.30	390.00
29	INSTALL 4" SOLID DOUBLE YELLOW LINE IN THERMOPLASTIC WITH PAVEMENT MARKERS PER CALTRANS STD. PLAN A20B, DETAIL NO. 29	300	LF	3.30	990.00
30	INSTALL RED CURB	150	LF	2.40	360.00
31	INSTALL PEDESTRIAN BARRICADE WITH SIGN PER CALTRANS STD ES -7Q, DETAIL C	1	LS	1,500.00	1,500.00
32	REMOVE AND DISPOSE OF EXISTING POLE	6	EA	90.00	540.00
33	INSTALL NEW POST AND SIGN	7	EA	450.00	3,150.00
34	FURNISH AND INSTALL CITY 84" x 60" PROJECT SIGNS	2	EA	2,500.00	2,500.00

TOTAL BID FOR 2024-2025 PAVEMENT REHABILITATION PROJECT – MYRTLE AVENUE:

\$ 549,047.85

Five Hundred Forty Nine Thousand Forty Seven Dollars and Eighty-Five Cents

(TOTAL BID AMOUNT WRITTEN IN WORDS – MYRTLE AVENUE)

**2024-2025 PAVEMENT REHABILITATION PROJECT, IN THE CITY OF IRWINDALE:
HIDALGO STREET:**

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS	1,000.00	1,000.00
2	TRAFFIC CONTROL	1	LS	1,500.00	1,500.00
3	CLEARING AND GRUBBING	1	LS	200.00	200.00
4	STORMWATER POLLUTION PREVENTION/EROSION CONTROL	1	LS	200.00	200.00
5	PRESERVATION OF EXISTING CITY MONUMENTS	1	LS	980.00	980.00
6	INSTALLATION OF SPEED HUMP	2	EA	6,100.00	12,200.00
7	SIGNING AND STRIPING	1	LS	3,000.00	3,000.00

TOTAL BID FOR 2024-2025 PAVEMENT REHABILITATION PROJECT – HIDALGO STREET:

\$ 19,080.00

Nineteen Thousand Eighty Dollars & No Cents

(TOTAL BID AMOUNT WRITTEN IN WORDS – HIDALGO STREET)

TOTAL BID FOR 2024-2025 PAVEMENT REHABILITATION PROJECT - MYRTLE AVENUE & HIDALGO STREET:

\$ 568,127.85

Five Hundred Sixty-Eight Thousand One Hundred Twenty-Seven Dollars and Eighty-Five Cents

(TOTAL BID AMOUNT WRITTEN IN WORDS – MYRTLE AVENUE AND HIDALGO STREET)

II. The City will compensate Contractor for work performed and expenses incurred toward completion of the Project upon submission of a valid invoice. In addition to what is required under Section 2.2 of the Agreement, each invoice is to include:

- A. Line items for all personnel describing the work performed.
- B. Line items for all materials and equipment properly charged to the Project.
- C. Line items for the price and quantity of all materials, equipment and work.
- D. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

- E. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Project.

III. The total compensation for the Project shall not exceed \$568,127.85 as provided in Section 2.1 of this Agreement.

EXHIBIT D

PERFORMANCE BOND

PROJECT NO. _____

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Irwindale ("City") for payment of the penal sum of _____ **U.S. Dollars and ____ Cents (\$_____)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, ____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety company]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

PAYMENT BOND

PROJECT NO. _____

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Irwindale ("City") and those for whose benefit this bond insures in the sum of _____ U.S. Dollars and _____ Cents (\$_____). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

City of
IRWINDALE
AGENDA REPORT

Date: June 11, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Update on the Irwindale Community Foundation Carshow Fundraising Event

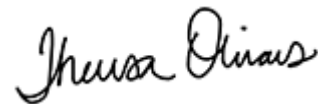
City Manager's Recommendation:

That the Irwindale City Council receive an update from the Irwindale Community Foundation regarding the Car Show fundraiser scheduled for September 27, 2025, and provide direction.

Administrative Action:

Submitted / Prepared by:

Theresa Olivares, Assistant City Manager



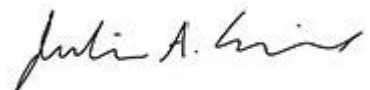
Reviewed by:

Adrian R. Guerra, City Attorney



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Irwindale Community Foundation desires to host a car show on Saturday, September 27, 2025, at the Park @ Live Oak - 1270 Arrow Highway, Irwindale, CA. The update for this event will be provided by Irwindale Community Foundation's Vice-Chair Steven Hillgren. Attached to this report is a copy of the Irwindale Community Foundation Agenda Report dated May 27, 2025, including a PowerPoint presentation.

Fiscal Impact:

None

Attachments:

1. May 27, 2025 ICF Agenda Report

Item #3.



Date: May 27, 2025

To: Honorable Chair and Members of the Irwindale Community Foundation Board

From: Julian A. Miranda, Executive Director

Issue: Receive an update on the Irwindale Community Foundation Car Show from and provide direction

Executive Director's Recommendation:

The the Irwindale Community Foundation receive an update on the Irwindale Community Foundation Car Show Fundraiser and provide direction.

Administrative Action:

Submitted/Prepared by:

Theresa Olivares, Assistant City Manager

Reviewed by:

Kambiz Borhani, Treasurer

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

The Ad Hoc Committee for the Irwindale Community Foundation's Car Show Fundraiser has been busy planning and organizing this upcoming event and desires to provide the Board with an update on the event and a draft budget proposal. Specific details for the event are as follows (to be supplemented by a PowerPoint Presentation):

1. Event Date: September 27, 2025
2. Event Time: 9 am - 4 pm (vehicle/vendor load-in: 7 am - 9 am, event clean-up: 4 pm - 6 pm)
3. Location: The Park @ Live Oak (1270 Arrow Highway) - Parking lot area and concession stand area will need to be disked before the event.
4. Entry Fees: 0-17: Free, 18 and older: \$25, car show entry fee: \$40
5. Site Plan: Draft site plan is included in the PowerPoint Presentation.
6. City of Irwindale Special Event Permit:
 - Application has been started and is nearly complete.
 - Requesting Special Event Permit fee waiver from the City of Irwindale (\$150).
 - Requires hiring a traffic engineer to conduct a traffic plan - the street will need to be closed, ingress and egress to the site will need to be identified to minimize the traffic impacts, and traffic cones, signs, and barricades may be needed for safety precautions. Traffic control plan is \$1,800. If day of traffic control is require, cost is \$2,000.
 - Security will be required for the event. Committee has a proposal from Absolute International Security for day of security at a cost of \$1,200. Services from the City of Irwindale police department need to be determined and will be brought back at a future date for discussion and the Board's consideration.
 - Special Event Insurance will need to be purchased. This insurance will need to indemnify the property owner, City of Irwindale, and the Irwindale Community Foundation. The cost of the insurance will be determined once all the elements of the event have been finalized, including the number of cars in the car show, number of concession stands (food, alcohol, vendors), number of attendees, entertainment, children area attractions, and any other planned activities.
 - Health Department Permit (\$358) - Required to sell food. Some food vendors may have their own health department permit.
 - Temporary Sellers Permit - all vendors will be required to apply for a temporary sellers permit to sell food and other merchandise at the event.
 - City of Irwindale Business License - all vendors will be required to apply for a City of Irwindale Business License to sell food and other merchandise at the event
7. Trash receptacles - Sponsored by Athens Services who will provide cardboard trash receptacles and a trash bin.
8. Restrooms - Provided by Athens Services and will be donated by local businesses. Restrooms will include ADA accessibility and handwashing stations.
9. Rentals - Canopy, entertainment stage, chairs, and tables. May also need to rent refrigerators and handwashing stations for food vendors if the vendors do not have them.
10. Audio - Speakers, microphone, and sound system for entertainment may be donated by local Irwindale resident, or will be contracted out.
11. Food Vendors and Craft Vendors - securing food trucks and other food vendors for this event. Event will also be open to craft / merchandise vendors to sell items. Vendors to pay a minium fee, estimated to be \$200 per vendor (subject to change).
12. Beer garden
 - Area to be fenced off and secure
 - ID's will be checked and wristbands (donated by Dolores Amador) will be issued to individuals who are 21 and older.
 - ABC liquor license is required for the event. Raul and Carol Hernandez will assist with

this area and have the required ABC license.

13. Car Show Awards/Categories
 - Mayor's Trophy (trophy provided by Mayor Larry G. Burrola)
 - Other categories will be determined at a later date.
 - Car Clubs have been informed of this event and are interested in participating.
14. Entertainment - securing local talent for this event (potential entertainment includes Dog Face, Bobby Espino, Loretta Corpis, Cycle Punks, Namek, DJ Jimmy Jamzz, Irwindale Cheer Team).
15. Children's Activity Area - planning on having various activities for children. Will not include a bounce house.
16. Additional Activities
 - Horse Shoe Tournament
 - 50/50 Raffle
17. Will need an Event emcee.
18. Time will be set aside in the schedule to thank all the ICF supporters (past and present).
19. Event flyers, advertisements, printing promotional materials.
20. Set up of event registration on Event Brite - this will require the assistance of Treasurer and promotional materials for the event.
21. Additional items needed:
 - Walkie Talkies for event organizers to communicate with one another
 - First Aid tent
 - Generators for entertainment and potentially for food vendors - Nick Lopez is working on this
22. Sponsorship Levels
 - Title/Gold Sponsor: \$10,000
 - Silver Sponsor: \$5,000
 - Bronze Sponsor: \$1,000
23. City of Irwindale Use of Billboard Request - Submit a written request for ICF to use one of the City's billboard advertising space to announce the event and sponsorship opportunities. ICF will need to prepare print-ready artwork according to the specifications provided by the billboard company. Desire to have the display up for 30 days leading up to the event.
24. Inclusion of City Departments - Rockabilities, Cheer, Seniors, Teen Club, Tiny/Tiny Tots
25. Volunteers are being secured for this event.

Fiscal Impact:

None.

Attachments:

1. ICF Car Show Budget
2. PowerPoint Presentation

Car Show Budget

Revenues

Car Show Participants	\$ 6,000	150 cars @ \$40 per car
Attendees	18,750	750 attendees @ \$25 per person (Kids under 18 free)
50/50 Raffle	2,500	250 people participate at an average of \$20 (\$10 winnings to ICF)
% of Vendor Sales	4,000	20 vendors @ \$200 flat rate
Sponsorships	40,000	Per esimated sponsor levels and amounts
	<u>\$ 71,250</u>	

Expenses

Permits

Special Event Permit	\$ -	\$150 - Request for Waiver.
Event Organizer Permit	358	Per LA County Health Department
Alcohol	100	
Traffic Engineer	1,800	Per TRS Traffic Solutions
Police Department	-	Request Waiver For Police Services
Special Event Insurance	2,000	Estimate
Contingency	852	20% of above
	<u>5,110</u>	

Day Of Expenses

Security	1,200	Absolute Security Proposal
Trash	-	Provided by Athens
Restrooms	-	Provided by Athens (likely to be Sponsored by business community)
Event Set Up / Clean-Up	3,000	Estimate
Speakers	2,000	Per DJ Band Supply
Tables/Chairs	3,000	Estimate
Tenting	2,000	Per CPG Tents and Events
Stage	1,600	Per DJ Band Supply
Traffic Control	2,000	Per TRS Traffic Solutions - May not be required
Signage	2,000	Estimate
Contingency	3,360	20% of above
	<u>20,160</u>	

Total Expenses 25,270

Net Income \$ 45,980

Details

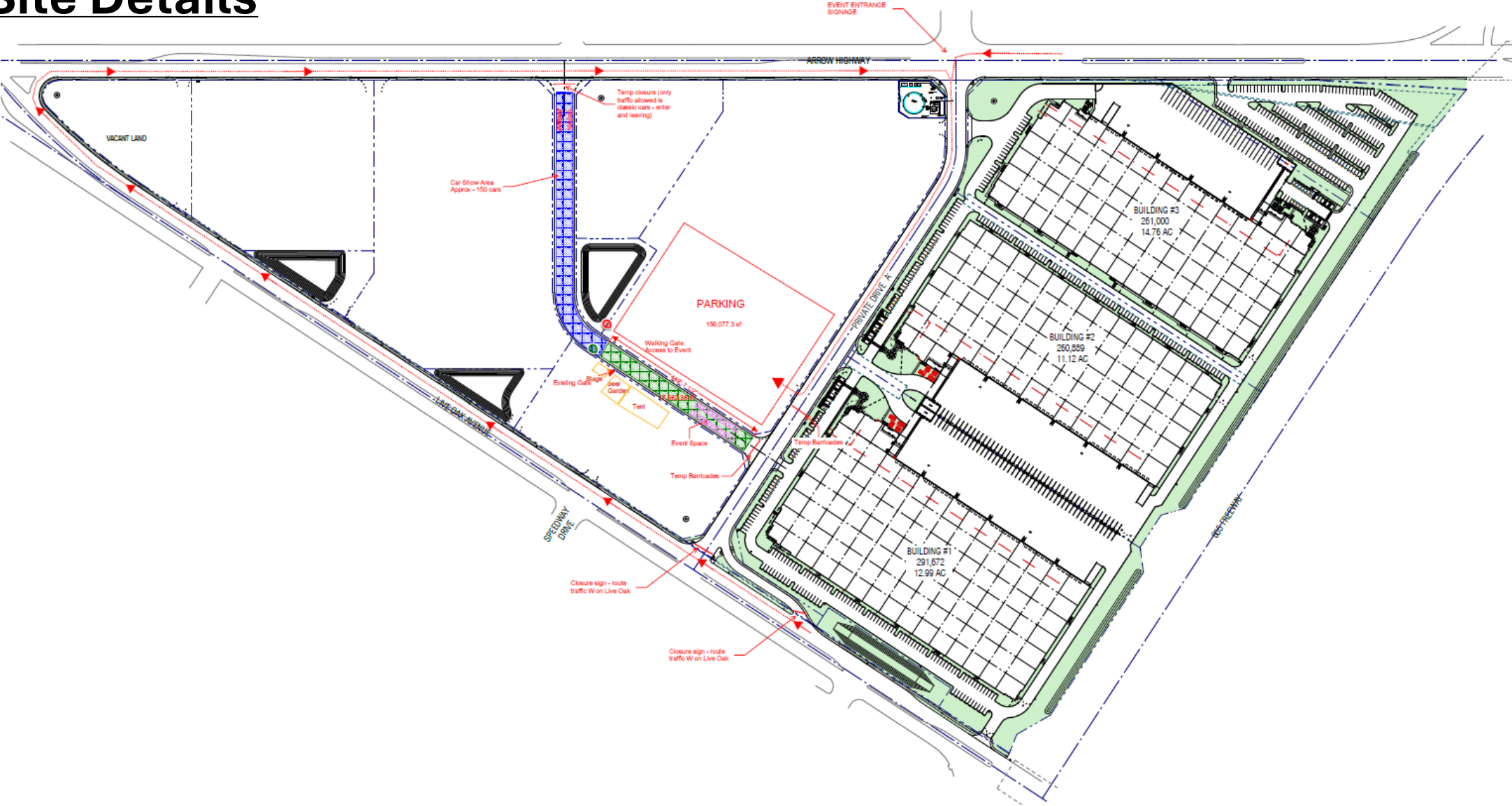
- Date: Saturday, September 27th
- Location: The Park @ Live Oak (1270 Arrow Hwy)
- Ticket Prices: \$25 for adults. Kids under 18 free
- 150 classic cars +/-
- 20 food and local vendors +/-
- Beer Garden
- Live music entertainment

Sponsorship Levels

- Gold – One sponsor at \$10,000
 - Top Event Billing & Mayors Trophy Presenter
 - Banner on the Stage
- Silver – Four sponsors at \$5,000
 - Presenting sponsor of one of the car awards
 - Banner Signage and program recognition
- Bronze – Ten sponsors at \$1,000
 - Banner Signage and program recognition



Site Details



Budget

Car Show Budget

Revenues

Car Show Participants	\$ 6,000	150 cars @ \$40 per car
Attendees	18,750	750 attendees @ \$25 per person (Kids under 18 free)
50/50 Raffle	2,500	250 people participate at an average of \$20 (\$10 winnings to ICF)
% of Vendor Sales	4,000	20 vendors @ \$200 flat rate
Sponsorships	40,000	Per esimtated sponsor levels and amounts
	<u>\$ 71,250</u>	

Expenses

Permits

Special Event Permit	\$ -	\$150 - Request for Waiver.
Event Organizer Permit	358	Per LA County Health Department
Alcohol	100	
Traffic Engineer	1,800	Per TRS Traffic Solutions
Police Department	-	Request Waiver For Police Services
Special Event Insurance	2,000	Estimate
Contingency	852	20% of above
	<u>5,110</u>	

Day Of Expenses

Security	1,200	Absolute Security Proposal
Trash	-	Provided by Athens
Restrooms	-	Provided by Athens (likely to be Sponsored by business community)
Event Set Up / Clean-Up	3,000	Estimate
Speakers	2,000	Per DJ Band Supply
Tables/Chairs	3,000	Estimate
Tenting	2,000	Per CPG Tents and Events
Stage	1,600	Per DJ Band Supply
Traffic Control	2,000	Per TRS Traffic Solutions - May not be required
Signage	2,000	Estimate
Contingency	3,360	20% of above
	<u>20,160</u>	

Total Expenses 25,270

Net Income \$ 45,980

Recommended Next Steps

- Submit for approval of the Special Event Permit (Request waiver for \$150 permit fee)
- Submit for approval of the Community Event Organizer Permit with LA Dept. of Health (\$358)
- Engage TRS Traffic Solutions for traffic control plan (\$1,800)
- Approve \$100 for Licensed Caterer (Alcohol) permit

Item #22.B.

City of
IRWINDALE
AGENDA REPORT

Date: June 11, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Discussion Regarding a Potential Retail Corridor Study for Arrow Highway

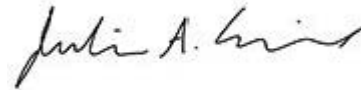
City Manager's Recommendation:

That the City Council discuss initiating a Retail Corridor Study along Arrow Highway and provide direction to staff regarding the next steps, including the scope and objectives.

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager



Prepared by:

Iris Espino, Assistant to the City Manager



Reviewed by:

Adrian R. Guerra, City Attorney

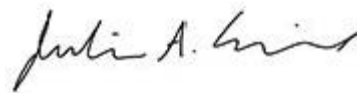


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Arrow Highway is a key east-west arterial corridor in Irwindale, connecting various commercial, industrial, and residential zones. As development pressures increase across the San Gabriel Valley, the City has an opportunity to evaluate the retail potential of the Arrow Highway corridor and strategically plan for revitalization, enhanced land use, and economic development.

Several properties along Arrow Highway have been underutilized or experienced disinvestment recently. Stakeholders are interested in exploring how the corridor could be better positioned to attract and retain quality retail, service, and/or mixed-use developments.

DISCUSSION

A Retail Corridor Study would allow the City to:

- Assess current market conditions and commercial viability.
- Identify gaps in retail offerings and potential demand generators.
- Evaluate zoning and land use regulations that may inhibit or enable development.
- Create a vision for cohesive urban design, branding, and streetscape enhancements.
- Engage stakeholders, including property owners, developers, businesses, and residents.

Such a study could focus on a defined stretch of Arrow Highway (e.g., between streets) and provide the City with data-driven strategies to attract investment and improve economic vitality. Potential areas for the Arrow Highway corridor could be:

- Between Vincent Avenue and Azusa Canyon Road
- Between Irwindale Avenue and Vincent Avenue
- Between Azusa Canyon Ave and Irwindale Avenue

Key topics for discussion and direction:

- Study Area Boundaries: Clarify the geographic scope of the proposed study.
- Study Objectives: Determine the desired outcomes (e.g., feasibility, visioning, economic analysis).
- Consultant Engagement: Whether staff should issue a Request for Proposals (RFP) to retain planning and economic development consultants.
- Timeline: Determine the urgency and schedule for launching the study.

NEXT STEPS

Should the Council direct staff to proceed, next steps may include:

1. Drafting a scope of work for consultant services.
2. Preparing and issuing an RFP for the Retail Corridor Study.
3. Returning to Council with a recommended consultant and contract for approval.
4. Coordinating community outreach and stakeholder engagement.

Fiscal Impact:

There is no fiscal impact at this time. If the Council directs staff to move forward with a study, a proposed budget and funding source will be brought back for formal approval.

Attachments:

None

Item #23.A.

City of
IRWINDALE
AGENDA REPORT

Date: June 11, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Public Hearing for Irwindale Business Center Sewer and Street Lighting Maintenance Assessment Districts

City Manager's Recommendation:

That the City Council (1) conduct a Public Hearing for public comments; (2) **Adopt Resolution No. 2025-50-3638** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2025-2026, BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026, FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE IRWINDALE BUSINESS CENTER; and (3) **Adopt Resolution No. 2025-51-3639** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2025-2026 BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026, FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE EXISTING IRWINDALE BUSINESS CENTER STREET LIGHTING MAINTENANCE DISTRICT".

Administrative Action:

Submitted/Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer



Prepared by:

Jeanette Duran, Finance Manager



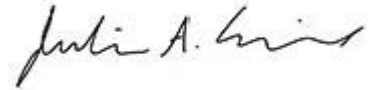
Reviewed by:

Adrian R. Guerra, City Attorney



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On or about June 28, 2001, in Fiscal Year 2001-2002, the City Council of the City of Irwindale ("City Council") adopted the Sewer Maintenance District (Irwindale Business Center) and established a sewer maintenance charge for the Sewer Maintenance District for the manner of levying such charge and maximum amounts to be charged for the fiscal year pursuant to the Improvement Act of 1911 (Streets & Highways Code § 5000 et seq.) ("Act");

Furthermore, in Fiscal Year 2001-2002, the City of Irwindale ("City") formed the Street Lighting Maintenance District (Irwindale Business Center) Resolution Number 2001-42-1762, to generate revenue and finance the cost of providing maintenance for the existing public street lighting system within the Irwindale Business Center. The Irwindale Business Center is a 116-acre private industrial development and the improvements to be maintained within the Street Lighting Maintenance District are appurtenant thereto within and benefiting all assessable parcels of land within the Street Lighting Maintenance District.

In order to maintain the Sewer Assessment District and the Street Lighting Assessment District, both located within the Irwindale Business Center, (each, "Assessment District" and collectively, "Assessment Districts") and to establish the charge rate for the Fiscal Year 2025–2026 assessments, the City retained a professional engineering consulting firm for the preparation of the Engineer's Report for each Assessment District. The Engineer's Report for the Irwindale Business Center Sanitation and Sewage System is prepared in accordance with the methodology stated in Section 5473 of the Health and Safety Code. The Engineer's Report for the Irwindale Business Center Street Lighting Maintenance District is prepared in accordance with the methodology stated in Article 4, Chapter 1, Part 2, Division 15 of the Streets and Highways Code, beginning with section 22565 et seq.

1. The proposed assessments will defray the City's costs in the administration of the Assessments Districts. The property owner will have an opportunity to address the City Council concerning the assessment district during the public hearing. Following the completion of the public hearing, the City Council will vote on the property assessments for the street lighting and sewer maintenance charges for Fiscal Year 2025-2026 and instruct the County Assessor's office for the

collection of tax bills.

2. Copies of the two approved Engineer's Reports are included with the Resolution for each Assessment District.

a. The Sewer Maintenance District anticipated assessment levy is \$1,608.62 per Benefit Unit for Fiscal Year 2025-2026, which is based on the estimated cost of operations, maintenance, and future lift station replacement for that year.

b. The Street Lighting Maintenance District assessment to be levied is based upon each parcel within the boundaries of the District and the assessment was based solely on the benefit received from the streetlight maintenance. The Assessment per Benefit Unit is \$155.33.

3. The Public Hearings for the Irwindale Business Center Sewer Maintenance District and Irwindale Business Center Street Lighting Maintenance District have been duly noticed in accordance with applicable laws. Following the completion of the respective Public Hearing, it is recommended that the City Council adopt the corresponding resolutions.

Fiscal Impact:

All costs for the maintenance and administration of the two Assessment Districts are budgeted and accounted for in the City's Irwindale Business Center Assessment District Funds 44 and 45. There is no impact to General Fund expenditures, and there is nominal revenue reimbursed to the General Fund as administrative overhead for staff time allocated to the two assessment districts.

Attachments:

1. Resolution No. 2025-50-3638 Sewer Assessment (2010785.1)
2. FY 25-26 Engineer's Report for IBC - SMD
3. Resolution No. 2025-51-3639 Street Lighting Maintenance District Assessment (2010801.1)
4. FY 25-26 Engineer's Report for IBC - SLMD

RESOLUTION NO. 2025-50-3638

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
FOR THE FISCAL YEAR 2025-2026, BEGINNING JULY 1, 2025, AND ENDING
JUNE 30, 2026, FOR MAINTENANCE, OPERATION, AND CAPITAL
REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS
WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE
IRWINDALE BUSINESS CENTER**

WHEREAS, on or about June 28, 2001, the City Council of the City of Irwindale ("City Council") established a sewer maintenance charge for the Irwindale Business Center for Fiscal Year 2001-2002, the manner of levying such charge and maximum amounts to be charged for the fiscal year; and

WHEREAS, pursuant to Government Code sections 53750 et seq. a fee or charge is increased for the purposes of Article XIID of the California Constitution, ("Proposition 218") where the methodology used to calculate the fee or charge is revised and the revision results in an increased amount being levied on any person or parcel; and

WHEREAS, pursuant to Proposition 218, in adopting the sewer and maintenance charge for Fiscal Year 2001-2002, the City complied with the notice, protest, and hearing requirements of Government Code sections 53750 et seq. and Proposition 218; and

WHEREAS, an Engineer's Report entitled "Sewer Maintenance District (Irwindale Business Center)" ("Engineer's Report") for Fiscal Year 2025-2026 has been prepared and filed with the City Clerk and all interested persons are referred to the attached Engineer's Report for a full and detailed description of the sewer fees and charges (collectively "Sewer Maintenance Charge") and boundaries thereof, the work and the proposed amount and parcels within the boundaries subject to such Sewer Maintenance Charge; and

WHEREAS, the City Council has duly considered each and every part of the Engineer's Report; and

WHEREAS, the Engineer's Report has not changed the methodology, formula or range of calculating the Sewer Maintenance Charge as that approved by the City Council for the 2001-2002 fiscal year, and as such, the notice, protest and hearing requirements of Government Code sections 53750 et seq. or Proposition 218 are inapplicable to the adoption and imposition of the Sewer Maintenance Charge.

Resolution No. 2025-50-3638

Page 1

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF
IRWINDALE DOES HEREBY RESOLVE AS FOLLOWS:**

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

SECTION 2. Following publication, as required by Section 5473.1 of the California Health and Safety Code, the City Council has held a hearing to hear and consider all objections or protests to the Engineer's Report. The City Council hereby finds and determines that protests have not been made by the owners of a majority of separate parcels of property described in the Engineer's Report.

SECTION 3. That pursuant to Section 5473.3 of the Health and Safety Code, the Engineer's Report filed with the City Clerk on May 14, 2025, is hereby approved and adopted and the Sewer Maintenance Charge is hereby determined and ordered to be the charges and fees for each legal parcel of land in the assessable parcels of land within the District for Fiscal Year 2025-2026, for the maintenance of the City's sanitation and sewerage system within the District. The amount of the Sewer Maintenance Charge shall constitute a lien against the lots or parcels of land against which the Sewer Maintenance Charge has been imposed as provided in Section 5473.5 of the Health and Safety Code.

SECTION 4. As provided in Sections 5470 et seq. of the Health and Safety Code, the Director of Public Works/City Engineer and City Clerk are hereby authorized and directed to make the necessary filings for the City of Irwindale for Fiscal Year 2025-2026 concerning the Sewer Maintenance Charge as part of the property tax collection procedure. The Sewer Maintenance Charge shall be collected on the tax roll in the same manner, by the same person, and at the same time, as together with and not separately from, the general property taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties as the general property taxes.

SECTION 5. The City of Irwindale provides sewer services to the properties described in the Engineer's Report and the City will incur expenses for operation and maintenance of the System. The City Council does hereby determine that the public interest, convenience and necessity require that the Sewer Maintenance Charge, as proposed, be imposed upon all real properties located within Tract No. 25436 and be collected by placing the same on the tax bills issued pursuant to rolls for collection. Passage of this Resolution shall constitute the imposition of the Sewer Maintenance Charge for the fiscal year referred to in the Engineer's Report.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and the Engineer's Report and forward a certified copy hereof to the Tax Collector and Auditor of the County of Los Angeles.

PASSED, APPROVED, AND ADOPTED, this 11th day of June, 2025.

Larry G. Burrola, Mayor

ATTEST:

Laura Nieto
Chief Deputy City Clerk

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

Resolution No. 2025-50-3638
Page 3

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-50-3638 was duly adopted by the City Council of the City of Irwindale, at a special meeting held on the 11th day of June 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, MMC
Chief Deputy City Clerk



City of Irwindale

Sewer Maintenance District (Irwindale Business Center)

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 14, 2025

Public Hearing: June 11, 2025

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ENGINEER'S REPORT AFFIDAVIT
Establishment of Sewer Maintenance Charge for the:

Irwindale Business Center

City of Irwindale
Los Angeles County, State of California

This Report identifies the parcels within the District, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 3rd day of June, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Irwindale

By: Chonney Gano
Chonney Gano
Project Manager, District Administration Services



By: Tyrone Peter
Tyrone
P. E. # C 81888

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was filed with me on the ____ day of _____, 2025.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Irwindale, California, on the ____ day of _____, 2025.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

Table of Contents

I.	Introduction	1
II.	Description of the Improvements	1
III.	Estimate of Cost.....	2
IV.	Method of Apportionment and Rate Calculator	3
V.	District Assessment Diagram	5
VI.	2025/2026 Assessment Roll	6

I. Introduction

To establish a revenue source based on benefit to property for funding the maintenance of public sewer facilities in the 116-acre private development, Irwindale Business Center, the City Council directed the City Engineer to facilitate the formation of the Sewer Maintenance District (Irwindale Business Center) (the “District”) under the Health and Safety Code (“H&SC”), Sections 5470 et. seq., entitled “Sanitation and Sewerage Systems” which provides a method for collecting funds for the maintenance of sewer facilities on the property tax bills. The funding supported the maintenance of a sewer system and a lift station and the future replacement of the lift station (estimated for the year 2026) in the area known as the Irwindale Business Center.

In Fiscal Year 2001/2002, the City Council of the City of Irwindale (the “City”) established the Sewer Maintenance District (Irwindale Business Center). The noticing and balloting requirements and other applicable provisions of Article XIIID of the California State Constitution were followed with respect to the formation of the Sewer Charge. It was determined that the sewer maintenance charge was a property-related charge and should be levied upon each parcel within the boundaries of the Irwindale Business Center. A maximum charge rate of \$829.38 per benefit unit (“BU”) was established for Fiscal Year 2001/2002.

The rate imposed each year will be based on the estimated cost of operations, maintenance, and future lift station replacement for that year. For any year in which all other rates imposed under the Sewer Charge are adjusted by the change in the Consumer Price Index (“CPI”), the maximum rate will also be adjusted by the CPI.

Section 5473 of the H&SC requires this Engineer's Report (“Report”) to be prepared and filed with the City Clerk each year for the purpose of establishing the charge rate. The charge rate for Fiscal Year 2025/2026 is presented herein in accordance with the methodology as set forth below.

Following approval of this Report, the City Council will hold a public hearing to provide an opportunity for any interested person to be heard. At the conclusion of the public hearing, the City Council may adopt a resolution confirming the levy of the charge as proposed or as modified.

II. Description of the Improvements

The City's existing sewer system facilities in the Irwindale Business Center include approximately 7,500 L.F. of 8" to 12" VCP gravity public sewer main and a sewer lift station, (3'-6" X 14", 1400 GPM, 75 HP dry well pumps and a 12,000 gallon wet well) built to capacity for the project.

///. Estimate of Cost

The cost of operation, maintenance, servicing of the improvements and the replacement of the lift station for Fiscal Year 2025/2026, as described above, are summarized herein and described as below.

SEWER MAINTENANCE COST ESTIMATE FOR FISCAL YEAR 2025/2026	
Beginning Fund Balances (07/01/2025)	
Lift Station Replacement Fund Balance	<u>\$338,474</u>
Total Beginning Fund Balances	\$338,474
Budget Items	
Annual Maintenance Cost (Sewer)	\$14,110
Annual Maintenance Cost (Lift Station)	10,000
City Administration	23,380
District Administration	2,269
Public Notice Publication	620
Legal Fees	170
LA County Assessor's – Admin Fee	<u>56</u>
Maintenance & Administration Costs	\$50,605
Replace Lift Station / Bypass System ⁽¹⁾	\$122,082
Balance to Levy ⁽²⁾	\$172,692
Total BU	110.58
Levy per BU FY 2025/2026	\$1,561.69
Max Rate per BU FY 2024/2025 ⁽³⁾	\$1,561.6977
Estimated Ending Fund Balances (06/30/2026)	
Lift Station Replacement Fund Balance ⁽¹⁾	<u>\$460,561</u>
Total Ending Fund Balances	\$460,561

(1) Annual cost for the replacement of the lift station at the end of its useful life estimated to occur in the year 2016. This cost was estimated to be \$750,000 in 2000. Due to increased equipment, material, and labor costs in 2007 the Los Angeles County Maintenance Division recommended a 30% increase to this estimate to a cost of replacement of \$975,000. In addition, in 2014 the Los Angeles County Maintenance Division recommended construction of a bypass system to allow for continuous operation while routine maintenance continues to be performed on the gravity sewer main. Furthermore, the replacement of the station sewer piping shall use stainless steel pipes instead of ductile iron pipes. This increased the cost from \$975,000 to \$1,325,000. The replacement of the gravity sewer main was scheduled to begin in Fiscal Year 2014/2015 and was estimated to be completed in 2-3 years. As such, the total amount to collect became \$1,325,000 - \$825,000 (Collected through Fiscal Year 2013/2014) = \$500,000 over the next 6 years starting Fiscal Year 2014/2015. Annual charge starting Fiscal Year 2014/2015 = \$500,000/6 years = \$83,333.33 per year. However, the City unexpectedly did emergency repair and replacement in Fiscal Year 2014/2015, as explained below, which depleted the funds. The City will continue to collect toward the Lift Station replacement to the maximum capacity allowed in order to replenish the fund.

(2) The net amount to be assessed upon assessable lands within the District being the total operating, maintaining, and servicing costs. Actual levy to the Los Angeles County will vary due to rounding.

(3) The April 2025 CPI has not been released as of the date of this Report. The Max Rate listed is as of Fiscal Year 2024/2025.

IV. Method of Apportionment and Rate Calculator

The land use for all of the parcels within the boundaries of the Sewer Maintenance District area as the area fully develops will be industrial. It has been determined that the sewer maintenance charge is a property related charge, and that a charge based on parcel acreage is a reasonable method for apportioning the maintenance costs. The special benefit will be expressed as a Benefit Unit ("BU"). For every parcel one benefit unit (1.00 BU) will be assigned per acre.

- Developed and undeveloped parcels will be assessed one (1) benefit unit per acre.
- Exempt from the assessment would be the areas of public streets, public easements and rights-of-ways. Also exempt from assessment would be utility rights-of-way, common areas, and sliver parcels not developable, as these parcels do not benefit from the improvements.

The sewer lift station located on parcel 8417-036-900, the storm water detention basin on parcel 8417-027-094 which later became parcel 8417-027-908 and the utility easement to Valley County Water District on parcel 8417-035-900 do not benefit from the sewer system, and are exempt from the maintenance charge.

Southern California Edison has purchased parcel 8417-036-002 which became 8417-036-800. This parcel is not exempt from the Sewer Maintenance District and is assessed as parcel 9014-800-001 (State Board of Equalization assigned parcel number or "SBE").

	Parcels	Acreage	Benefit Units
Developed and Undeveloped	23	110.58	110.58
Exempt	3	0.00	0.00
Total	26	110.58	110.58

The Fiscal Year 2025/2026 Sewer Maintenance District rate is calculated as follows:

The Maximum Allowable Assessment rate for Fiscal Year 2024/2025 is \$1,503.0798. Fiscal Year 2025/2026 has not been released as of the date of this Report. The rate is calculated by adjusting the maximum rate established for Fiscal Year 2001/02 of \$829.38 per BU by the Consumer Price Index ("CPI") for All Items, All Urban Consumers for the Los Angeles-Long Beach-Anaheim, Area for the prior year (CPI April 2023 = 320.089, CPI April 2024 = 332.572, increase of 88.319% cumulatively).

Sewer Maintenance Total Costs: \$172,687

Sewer Maintenance District Rate Fiscal Year 2025/2026:

$\$172,687.03 \div 110.58 \text{ Total BU} = \$1,561.69/\text{BU}$

Maximum Sewer Maintenance District Rate: \$1,561.6977/BU

This maximum rate reflects the April 2023 to April 2024 CPI increase of 3.90% over last year's maximum rate of \$1,561.6977.

VI. 2025/2026 Assessment Roll

The proposed Fiscal Year 2025/2026 charges apportioned to each parcel, as shown on the latest roll of the Assessor's Office, are below. The description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are by reference made part of this Report.

**City of Irwindale
Sewer Maintenance District (Irwindale Business Center)
Fiscal Year 2025/2026 Preliminary Assessment Roll**

Assessor's Parcel Number	Situs	Address	Taxable Acreage	Benefit Unit Factor	EBU	Charge
8417-027-088	4775	IRWINDALE AVE	5.41	1.0	5.41	\$8,448.74
8417-027-089	15800	TAPIA ST	3.87	1.0	3.87	6,043.74
8417-027-090	4821	CHARTER ST	6.49	1.0	6.49	10,135.37
8417-027-091	4889	4TH ST	10.73	1.0	10.73	16,756.93
8417-027-092	4821	4TH ST	3.03	1.0	3.03	4,731.92
8417-027-093	4818	4TH ST	4.77	1.0	4.77	7,449.26
8417-035-006	5091	4TH ST	15.01	1.0	15.01	23,440.97
8417-035-007	4981	4TH ST	8.03	1.0	8.03	12,540.37
8417-035-008	4982	4TH ST	2.02	1.0	2.02	3,154.61
8417-035-009	5012	4TH ST	2.14	1.0	2.14	3,342.02
8417-035-010	5082	4TH ST	5.82	1.0	5.82	9,089.04
8417-035-011	5086	4TH ST	4.66	1.0	4.66	7,277.48
8417-035-012	15751	TAPIA ST	4.17	1.0	4.17	6,512.25
8417-035-013	15761	TAPIA ST	8.68	1.0	8.68	13,555.47
8417-035-014	5027	IRWINDALE AVE	1.79	1.0	1.79	2,795.43
8417-035-015	4981	IRWINDALE AVE	1.98	1.0	1.98	3,092.15
8417-035-024	15662	ARROW HWY	0.72	1.0	0.72	1,116.61
8417-035-028	15700	ARROW HWY	1.18	1.0	1.18	1,842.79
8417-035-029	15716	ARROW HWY	0.46	1.0	0.46	716.82
8417-035-034	15612	ARROW HWY	0.50	0.0	0.50	780.85
8417-035-035	15642	ARROW HWY	2.22	0.0	2.22	3,473.20
8417-036-001	4781	IRWINDALE AVE	9.92	1.0	9.92	15,495.09
8417-036-800 ⁽¹⁾	4777	IRWINDALE AVE	6.98	1.0	6.98	10,895.92
Total:			110.58		110.58	\$172,687.03
Parcel Count:						23

⁽¹⁾ Assessment for Southern California Edison's parcel was submitted under the company's SBE account 9014-800-001

RESOLUTION NO. 2025-51-3639

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
FOR THE FISCAL YEAR 2025-2026, BEGINNING JULY 1, 2025, AND ENDING JUNE
30, 2026, FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE
EXISTING IRWINDALE BUSINESS CENTER
STREET LIGHTING MAINTENANCE DISTRICT**

WHEREAS, on June 28, 2001, the City Council of the City of Irwindale (the "City Council") adopted its Resolution forming the Irwindale Street Lighting Maintenance District (the "District") and the levy and collection of assessments therein as set forth in an Engineer's Report adopted by the City Council and prepared for Fiscal Year 2001-2002; and

WHEREAS, the improvements to be maintained within the existing District are generally described as including, but not limited to, street lighting and facilities which are appurtenant thereto within and benefiting assessable parcels of land within the District; and

WHEREAS, pursuant to Government Code sections 53750 et seq. a fee or charge is increased for the purposes of Article XIID of the California Constitution, ("Proposition 218") where the methodology used to calculate the fee or charge is revised and the revision results in an increased amount being levied on any person or parcel; and

WHEREAS, pursuant to Proposition 218, in adopting the Street Lighting Maintenance District charge for Fiscal Year 2001-2002, the City complied with the notice, protest, and hearing requirements of Government Code sections 53750 et seq. and Proposition 218; and

WHEREAS, on May 14, 2025, the City Council adopted Resolution 2025-51-3639 approving the Engineer's Report for Fiscal Year 2025-2026 ("Engineer's Report") and in accordance with Section 4 of Article XIII D of the California Constitution ("Proposition 218") and Article 4 of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act," and together with Proposition 218, collectively, the "Assessment Law"), the City Council declared its intent to levy and collect assessments for Fiscal Year 2025-2026 within the District, and set a time and place for a public hearing; and

WHEREAS, the Engineer's Report has not changed the methodology, formula or range of calculating the assessment as that was approved by the City Council for the 2001-2002 fiscal year, and as such, the notice, protest and hearing requirements of Government Code sections 53750 et seq. or Proposition 218 are inapplicable to the adoption and imposition of the assessment; and

WHEREAS, the City Council has duly considered each and every part of the Engineer's Report and now desires to approve and order the levy and collection of assessments for the District.

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

Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Following publication, in accordance with applicable law, the City Council has held a hearing to hear and consider all objections or protests to the Engineer's Report. The City Council hereby finds and determines that protests have not been made by the owners of a majority of separate parcels of property described in the Engineer's Report.

Section 3. The City Council hereby finds that each and every part of the Engineer's Report is sufficient, and the City Council hereby approves, passes on and adopts the Engineer's Report as submitted to the City Council and filed with the Deputy City Clerk. The report as may be amended at or prior to the public hearing shall stand as the Engineer's Report for the purposes of all subsequent proceedings pursuant to this Resolution of Intention.

Section 4. The public interest and convenience require, and the City Council therefore orders the levy and collection of assessments within the District, generally described as including, but not limited to, street lighting and facilities which are appurtenant thereto within and benefiting assessable parcels of land within the District, for Fiscal Year 2025-2026.

Section 5. The District shall provide for the installation, construction or maintenance of any authorized improvements under the Act, including, but not limited to, street lighting and facilities which are appurtenant thereto. Reference is made to the Engineer's Report on file in the office of the Deputy City Clerk for a more detailed description of the work to be done, the amount of the proposed assessments and the method of assessment.

Section 6. The contemplated work, in the opinion of the City Council, is of special benefit to, and the City Council hereby makes the expense of said work chargeable upon, all the property within the District, which is more particularly described on a map on file in the office of the Deputy City Clerk, entitled "Irwindale Business Center Street Lighting and Maintenance District."

Section 7. All work proposed shall be done in accordance with the Act.

Section 8. Certification. The Chief Deputy City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 11th day of June 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. 2025-51-3639 was duly passed and adopted at a special meeting of the Irwindale City Council held on the 11th day of June 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto
Chief Deputy City Clerk



City of Irwindale

Street Lighting Maintenance District (Irwindale Business Center)

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 28, 2025

Public Hearing: June 11, 2025

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ENGINEER'S REPORT AFFIDAVIT
Establishment of Annual Assessments for the:
Street Lighting Maintenance District
(Irwindale Business Center)

City of Irwindale
Los Angeles County, State of California

This Report describes the Street Lighting Maintenance District including the improvements, budget, parcels and assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 3rd day of June, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Irwindale

By: Chonney Gano
Chonney Gano
Project Manager, District Administration Services



By: Tyrone Peter
Tyrone Peter
P. E. # C 81888

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was filed with me on the ____ day of _____, 2025.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Irwindale, California, on the ____ day of _____, 2025.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

Table of Contents

I.	Introduction.....	1
II.	Facilities Maintained by the District.....	1
III.	Plans and Specifications	1
IV.	Estimate of Cost	4
V.	Method of Apportionment of Assessment	5
VI.	Boundary Map.....	9
VII.	Assessment Roll.....	10

I. Introduction

This Engineer's Report ("Report") has been prepared pursuant to and in compliance with the requirements of Article 4, Chapter 1, of the Landscaping and Lighting Act of 1972 (the "1972 Act") which is Part 2, Division 15 of the California Streets and Highways Code and Article XIID of the Constitution of the State of California ("Article XIID"), in Fiscal Year 2001/2002, the City of Irwindale ("City") formed the Street Lighting Maintenance District (Irwindale Business Center) ("District") to generate revenue and finance the cost of providing maintenance for the existing public street lighting system within the Irwindale Business Center. The Irwindale Business Center is a 116-acre private industrial development and the improvements to be maintained within the District are appurtenant thereto within and benefiting all assessable parcels of land within the District.

Noticing and balloting requirements and other applicable provisions of Article XIID were followed with respect to the formation of the District. The assessment to be levied upon each parcel within the boundaries of the District and the assessment was based solely on the benefit received from street light maintenance. A maximum assessment rate of \$97.29 per Benefit Unit ("BU") was established for Fiscal Year 2001/2002. For any year in which all other rates imposed under the District are adjusted by the change in the Consumer Price Index, the maximum rate will also be adjusted by the Consumer Price Index.

II. Facilities Maintained by the District

A) Street Lighting

The public street lighting system within the proposed District boundaries is owned by the Southern California Edison Company and currently consists of 22 lights, as shown below:

No. of Lights	Size in Lumens	Type of Light
22	16,000	High Pressure Sodium Vapor Lamps

III. Plans and Specifications

A) Improvements Authorized by the 1972 Act

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.

- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5;
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "Maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

The improvements are the operation, maintenance, rehabilitation and servicing of lighting and appurtenant facilities. The facilities and improvements are described as follows:

B) Lighting and Appurtenant Facilities

Street lighting improvements include but are not limited to: poles, fixtures, bulbs, conduits, and conductors, equipment including guys, anchors, posts and pedestals, metering devices, and appurtenant facilities as required to provide safety lighting and traffic signals in public rights-of-way and dedicated easements within the boundaries of the District.

The public lighting system will be maintained to provide adequate illumination. Power for street lights will be furnished by the Southern California Edison Company, or such agency as determined by the City.

C) Operation

Operation includes, but is not limited to, the furnishing of personnel, electrical energy, materials, contracting services, administration, and other items and functions necessary for the satisfactory operation of the public lighting facilities and appurtenant facilities.

D) Maintenance

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the public lighting facilities and appurtenant facilities.

E) Rehabilitation

Rehabilitation means the repair, removal or replacement of all or part of any of the public lighting facilities or appurtenant facilities as required for their intended function.

F) Servicing

Servicing means the maintenance of any of the public lighting facilities or appurtenant facilities, and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities or appurtenant facilities.

The plans and specifications for the improvements are on file in the office of the City Engineer and are by reference herein made a part of this Report.

IV. Estimate of Cost

The cost of the operation, maintenance, rehabilitation, and servicing of the improvements for Fiscal Year 2025/2026, as described in Part III, are summarized herein and described below the table.

STREET LIGHTING MAINTENANCE COST ESTIMATE FOR FY 2025/2026	
REVENUE	
Beginning Fund Balance (7/01/2025) ⁽¹⁾	\$24,916
Assessments (FY 2025/2026) ⁽²⁾	17,165
Total Revenue	\$42,081
EXPENDITURES ⁽³⁾	
Utilities	
22 Street Lights (16,000 lumens)	
High Pressure Sodium Vapor Lamps	\$3,550
Energy Charge Per Lamp	1,250
City Administration	9,250
District Administration	2,269
Legal Fees	190
LA County Assessor's – Admin Fee	56
Public Notice Publication	600
Total Expenditures	\$17,165
Estimated Fund Balance (6/30/2026)	\$24,916
Assessment per Benefit Unit	\$155.33
Maximum Assessment per Benefit Unit	\$188.6987
Max Rate Per BU FY 2025/2026	\$188.6987
Levy per BU FY 2025/2026	\$155.33
BU	110.51

Revenues

- (1) The amount of any surplus or deficit in the improvement fund to be carried over from a previous Fiscal Year.
- (2) The net amount to be assessed upon assessable lands within the District being the total operation, maintenance, and servicing costs. Actual levy to the County of Los Angeles will vary slightly due to rounding.

Expenditures

- (3) The total costs for improvements to be made for the year, being the total costs of operation, maintenance, and servicing all existing improvements, including all incidental expenses.

V. Method of Apportionment of Assessment

A) General

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include operation, maintenance, rehabilitation, and servicing of street lights.

The 1972 Act requires that maintenance assessments be levied according to benefit rather than according to assessed value. Section 22573 provides that:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

In addition, Article XIID requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Article XIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits.

B) Proposition 218 Benefit Analysis

In conjunction with the provisions of the 1972 Act, Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2(d) defines District as follows:

“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;

Article XIID Section 2(i) defines Special benefit as follows:

“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

Article XIID Section 4(a) defines proportional special benefit assessments as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be

imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

This District was formed to establish and provide for the improvements that enhance the presentation of the surrounding properties and developments. These improvements will directly benefit the parcels to be assessed within the District. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape and lighting improvements within the existing District as well as provide for the annual maintenance of those improvements, and the assessment revenues generated by District will be used solely for such purposes.

The costs of the proposed improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties will be assessed have been identified as an essential component and local amenity that provides a direct reflection and extension of the properties within the District which the property owners and residents have expressed a high level of support.

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape and lighting improvements within the District, and the assessment obligation for each parcel reflects that parcel’s proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District. The various public improvements and the associated costs have been identified as either “general benefit” (not assessed) or “special benefit”.

C) Apportionment by Parcel Size

Acreage has been selected as the principal unit for calculating the special benefit conferred upon the parcels by the street lighting improvements and for apportioning the total assessment. The special benefit will be expressed as Benefit Unit (BU). Every parcel will be assigned one benefit unit (1.0 BU) per acre.

- **All developed and undeveloped parcels.** All parcels will be assessed one (1) benefit unit per acre.
- **Exempt.** Exempt from the assessment would be the areas of public streets, public easements and rights-of-ways. Also exempt from assessment would be utility rights-of-way, common areas, and sliver parcels not developable, as these parcels do not benefit from the improvements. The storm water detention basin on parcel 8417-027-094, which became 8417-027-908 and the utility easement to Valley County Water District on parcel 8417-035-900 do not benefit from the lighting system and are exempt from the lighting assessment.

Southern California Edison has purchased parcel 8417-036-002, which became 8417-036-800. This parcel is not exempt from the lighting assessment and is assessed as State Board of Equalization ("SBE") parcel 9014-800-001.

The sewer lift station located on parcel 8417-036-900 benefits: therefore, it is not exempt and is included in the lighting assessment.

A summary of Benefit Unit (BU) rates is shown in the table below:

<u>Land-Use Category</u>	<u>Basic Unit</u>		<u>BU Factor</u>		<u>BU Rates</u>
Exempt	0 acres	X	0.0	=	0.0 BU/Acre
All other	1 acres	X	1.0	=	1.0 BU/Acre

D) Special Benefit Determination

Street Lighting: Proper maintenance and operation of the street lighting system benefits all properties by enhancing overall safety, mitigating crime, alleviating the fear of crime, and promoting business and industry.

Street lighting provides special and direct benefit to all properties within the District as these lighting benefits are directly related to the positive enhancement of the area and therefore increase property desirability.

E) Assessment Rate Calculation

The Maximum Allowable Assessment rate for Fiscal Year 2025/2026 is \$188.6987. This rate is calculated by adjusting the maximum rate established for Fiscal Year 2001/2002 of \$97.2900 per Benefit Unit by the Consumer Price Index ("CPI") for All Items, All Urban Consumers for the Los Angeles-Long Beach-Anaheim Area. The maximum rate reflects the April 2024 to April 2025 CPI increase of 3.00% over the maximum rate of \$183.1942 for Fiscal Year 2024/2025.

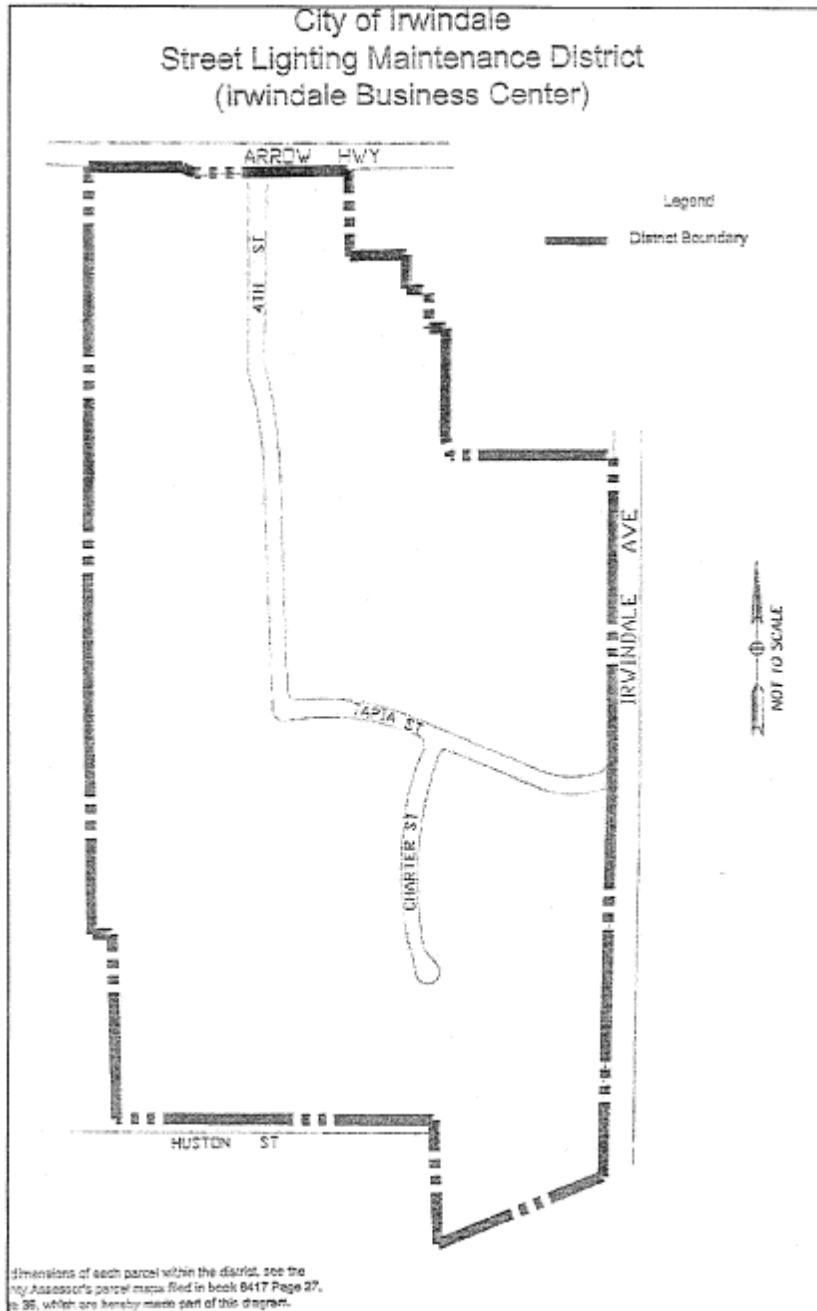
Land Use	Parcels	Acreage	Benefit Units
All Developed and Undeveloped	24	110.51	110.51
Exempt	2	0.00	0.00
Total:	26	110.51	110.51

As shown in the budget in section IV, the assessment rate for Fiscal Year 2025/2026 is \$155.33 per BU.

Each year, as the City maintains the existing street lighting improvements, the rate per BU will be calculated according to the current year's operations and maintenance budget.

VI. Boundary Map

The lines and dimensions of each lot or parcel within the Street Lighting Maintenance District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles, and are incorporated by reference herein and made part of this Report.



VII. Assessment Roll

The proposed Fiscal Year 2025/2026 charges apportioned to each parcel, as shown on the latest roll of the Assessor's Office, are below. The description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are by reference made part of this Report.

**City of Irwindale
Street Lighting and Maintenance District (Irwindale Business Center)
Fiscal Year 2025/2026
Preliminary Assessment Roll**

Assessor's Parcel Number	Situs	Address	Taxable Acreage	Benefit Unit Factor	EBU	Charge
8417-027-088	4775	IRWINDALE AVE	5.41	1.0	5.41	\$840.34
8417-027-089	15800	TAPIA ST	3.87	1.0	3.87	601.13
8417-027-090	4821	CHARTER ST	6.49	1.0	6.49	1,008.09
8417-027-091	4889	4TH ST	10.73	1.0	10.73	1,666.69
8417-027-092	4821	4TH ST	3.03	1.0	3.03	470.65
8417-027-093	4818	4TH ST	4.77	1.0	4.77	740.92
8417-035-006	5091	4TH ST	15.01	1.0	15.01	2,331.50
8417-035-007	4981	4TH ST	8.03	1.0	8.03	1,247.30
8417-035-008	4982	4TH ST	2.02	1.0	2.02	313.77
8417-035-009	5012	4TH ST	2.14	1.0	2.14	332.41
8417-035-010	5082	4TH ST	5.82	1.0	5.82	904.02
8417-035-011	5086	4TH ST	4.66	1.0	4.66	723.84
8417-035-012	15751	TAPIA ST	4.17	1.0	4.17	647.73
8417-035-013	15761	TAPIA ST	8.68	1.0	8.68	1,348.26
8417-035-014	5027	IRWINDALE AVE	1.79	1.0	1.79	278.04
8417-035-015	4981	IRWINDALE AVE	1.98	1.0	1.98	307.55
8417-035-024	15662	ARROW HWY	0.72	1.0	0.72	111.06
8417-035-028	15700	ARROW HWY	1.18	1.0	1.18	183.29
8417-035-029	15716	ARROW HWY	0.46	1.0	0.46	71.30
8417-035-034	15612	ARROW HWY	0.50	1.0	0.50	77.67
8417-035-035	15642	ARROW HWY	1.95	1.0	1.95	302.89
8417-036-001	4781	IRWINDALE AVE	9.92	1.0	9.92	1,541.18
8417-036-900	NO	SITUS AVAILABLE	0.20	1.0	0.20	31.07
8417-036-800 ⁽¹⁾	4777	IRWINDALE AVE	6.98	1.0	6.98	1,084.20
Total:			110.51		110.51	\$17,164.90
Parcel Count:						24

⁽¹⁾ Assessment for Southern California Edison's parcel is submitted under the company's SBE account 9014-800-001

Note: Totals may not foot and total Balance to Levy differs slightly from assessment roll due to rounding.

City of
IRWINDALE
AGENDA REPORT

Date: June 11, 2025

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

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

Issue: Adoption of the Fiscal Year 2025-26 Budget and Establishing the Appropriations Limit for Fiscal Year 2025-2026

City Manager's Recommendation:

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

Following the conclusion of the public hearing, the City Council should introduce Ordinance No. 798, and all governing boards should adopt their respective resolutions pertaining to the proposed Fiscal Year 2025-2026 Budget, as listed below:

That the City Council introduce City Ordinance No. 798 entitled: "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026**," reading by title only and waiving further reading thereof.

That the City Council adopt Resolution No. 2025-45-3633 entitled: "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-2026**"

That the Irwindale Housing Authority adopt Resolution No. HA 2025-04-148 entitled: "**A RESOLUTION OF THE BOARD OF THE IRWINDALE HOUSING AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026**"

That the Irwindale Reclamation Authority adopt Resolution No. RA 2025-06-045 entitled: "**A RESOLUTION OF THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026**"

Administrative Action:

Submitted/Prepared/Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer



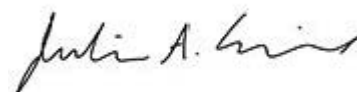
Reviewed by:

Adrian R. Guerra, City Attorney / General Counsel



Approved by:

Julian A. Miranda, City Manager / Executive Director



Background and Analysis:

In accordance with Section 901 of the Irwindale Charter, which requires that a proposed budget be submitted to the City Council at least 35 days prior to the beginning of each fiscal year, the City Council and Boards for the Housing Authority and Reclamation Authority (collectively referred to herein as "City Council") have been provided with the Proposed Budget for Fiscal Year ("FY") 2025-2026. In addition, Section 901 requires the City Council to select a date and time for the conduct of a public hearing upon the adoption of the budget. Staff recommend a public hearing be set for June 11 and June 25, 2025, at 6:00 p.m. so that interested person(s) may be heard concerning any or all of the items contained in the proposed budget.

Prior to the Public Hearings, the City Manager / Executive Director and the Finance Director held a budget workshop providing the City Council, as well as the Community, with a presentation on the proposed requests, programs, activities, and events. The City Council and Boards thoroughly reviewed the information presented, held detailed discussions with the respective departments about their requests, and provided an opportunity for interested person(s) to express their concerns regarding any or all items contained in the proposed budget.

Departmental requests and financial highlights of the General Fund were as follows:

Budget Workshop

On May 8, 2025, at the Budget Workshop, the City Council was presented with the initial FY 2025-2026 Budget. The table below shows the preliminary budget summary for the General Fund:

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Surplus / (Deficit)</u>
---------------------	-----------------	---------------------	----------------------------

Operating Budget	\$27,582,491	\$(28,956,498)	\$(1,374,007)
Capital/One-Time Items	\$1,755,000	\$ -	\$1,755,000
Capital Projects Transfers	\$ -	\$(295,412)	\$(295,412)
TOTAL	\$29,337,491	\$(29,251,910)	\$85,581

Operating Budget Requests

During the Budget Workshop, the City Council was also presented with all budget items requested by departments/divisions to be added to the FY 2025-2026 Budget.

		<u>General Fund</u>		<u>Mining</u>	
		<u>Ongoing</u>	<u>One-Time</u>	<u>Impact Fund</u>	<u>Other Funds</u>
<u>Department/Division</u>	<u>Operating Budget Request</u>				
	City Manager's Office Training at CCCA & ICSC	4,300			
	City Manager's Office Membership & Subscriptions for ICSC	175			
	City Manager's Office Training at CalCities	2,200			
Finance	Personnel - Reclass Accountant to Sr. Finance Analyst	2,332		3,498	
Finance	Personnel - Reclass Finance Technician to Finance Analyst	1,645		759	127
City Clerk	Software - Public Records Act	3,750		1,250	
Administrative Services	Employee Appreciation	1,800			
IT	Server Replacement for City Hall & PD		60,000	20,000	80,000
IT	Software Licensing for Camera Systems		26,065	8,700	32,235
IT	Backup Battery Replacements		1,280	320	
IT	Training	2,000			
IT	Endpoint Management System for Devices & Applications	5,400	1,000		
Housing	Consultants for Development of Vacant Properties				100,000
Economic Development	Membership & Subscriptions for SGVEP	3,500			
	Membership & Subscriptions for Notary				
Police	License Renewal		800		
Police	Jail Service	130,000			
Library	Personnel - Supervising Librarian	155,940			
Library	Training at CLA	1,200			
Library	Copy Machine Lease and Coin & Bill	4,000	4,000		

	Acceptor			
Library	Hoopla Subscription	4,100		
Community Development	Personnel - Reclass Admin Secretary to Management Analyst	5,495		4,495
Community Development	Membership & Subscriptions for MADIA Tech Launch, Inc.	300		
Community Development	Consultant for Open Space Element		100,000	
Engineering	Personnel - Plan Check Engineer	131,992		32,998
Engineering	Personnel - Reclass Admin Secretary to Management Analyst	8,940		8,940
Engineering	Software Licensing for Permit Processing	50,000		
Engineering	Software Licensing for Construction Project Collaboration & Workflow	3,700		
Engineering	Public Notices for New Building & Fire Codes		2,500	
Engineering	Books for New Building & Fire Codes		9,500	
Public Services	Contractual Scvs. For Emergency Roof Repair	20,000		
Public Services	Sewer Maintenance Services - LA County	11,200		
Public Services	Overtime for Fleet Management Division	5,000		
Public Services	Senior Center Water Fountain and Restoration		20,000	
Aquatics	Personnel - Aquatics Assistant	98,150		
Recreation	Field Trip for Teens	2,000		
Recreation	Field Trip for Tots	6,000		
Recreation	Band & Sound System for Red, White, and You event		5,300	
Recreation	Additional Lighting for the Stage Area during Music in the Park		3,500	
Senior Center	Chandler's Refrigerator / Freezer	6,000		
Senior Center	Training for Food Handlers	180		
Senior Center	Community Health Fair Event	1,200		
Senior Center	Subscription for Kindle	150		
		1,000		
Senior Center	Walking Club T-Shirts & Services			
		\$674,009	\$233,945	\$80,960
			\$212,362	
TOTAL				

Capital Projects

The following table lists the budget requests for the City's Capital Improvement Projects:

<u>Capital Projects</u>	<u>Funding Source</u>	<u>Capital / One-Time</u>
Arrow Highway Center median Island #45, 46 & 47	GF / SFR	\$300,000
Refresh Citywide Arterial/Street Striping	SFR	130,000
SCWP Arrow Highway Project	Measure W	209,100
TOTAL		\$639,100

GF - General Fund

SRF - Special Revenue Funds which include Gas Tax, Prop C, Measure R & M, and TDA Article 3

Irwindale Community Foundation

At the May 27, 2025, meeting, the Irwindale Community Foundation (ICF) Board approved the attached "Exhibit B - ICF" \$135,784 budgetary requests to be donated to the City of Irwindale as follows:

<u>Divisions</u>	<u>Amount</u>
Aquatics	\$15,000
Library	7,140
Public Services Maintenance	750
Recreation	71,940
Senior Center	40,954
TOTAL	\$135,784

A separate and detailed staff report will be presented to the City Council at the June 25, 2025, meeting for consideration of accepting and approving the donated amount from the ICF.

Fiscal Impact:

Ordinance No. 798 adopting the FY 2025-2026 Budget includes Exhibit A which lists the proposed revenue and expenditure budgets for all funds of the City, Housing and Reclamation Authorities.

The table below shows the ending FY 2025-2026 budget summary for the General Fund:

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Surplus / (Deficit)</u>
----------------------------	------------------------	----------------------------	-----------------------------------

Operating Budget	\$27,582,491	\$(29,051,910)	\$(1,469,419)
Capital/One-Time Items	\$1,755,000	\$ -	\$1,755,000
Capital Projects Transfers	\$ -	\$(200,000)	\$(200,000)
TOTAL	\$29,337,491	\$(29,251,910)	\$85,581

The FY 2025-2026 General Fund Operating Budget reflects an operating surplus of \$285,581. However, the Capital Projects Transfers of \$200,000 will reduce the overall surplus to \$85,581.

The General Fund Reserve balance is currently projected to be \$56.2 million at the end of FY 2024-2025. Adoption of the proposed FY 2025-2026 Budget will increase the fund balance by the \$85,581 surplus, resulting in a projected General Fund Reserve balance of \$56.3 million as of June 30, 2026.

Resolution No. 2025-45-3633 will establish the City's Appropriations limit for FY 2025-2026 in the amount of \$15,061,226,935.

Attachments:

1. Ordinance No. 798
2. Resolution No 2025-45-3633 Appropriations Limit
3. Exhibit A - Resolution No. 2025-45-3633 - Appropriations Limit
4. Resolution No HA 2025-04-148, Budget Adoption
5. Resolution No RA 2025-06-045, Budget Adoption
6. Exhibit B - ICF

ORDINANCE NO. 798

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026**

WHEREAS, a copy of the Proposed Budget for FY 2025-26 has been posted electronically with the City Council Agenda for public review and in the Office of the Deputy City Clerk; and

WHEREAS, the City Council conducted a duly noticed public hearing to consider the proposed budget on June 11, 2025.

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

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

SECTION 2. The budget for the City of Irwindale for Fiscal Year 2025-26 was prepared and submitted by the City Manager, and as modified by the City Council, is hereby approved and adopted. The operating and capital budget amounts are hereby authorized for the fiscal year within departments by fund, as listed on Exhibit A.

SECTION 3. From the effective date of said budget, the total amount as stated therein for each departmental activity account shall be appropriated subject to expenditure pursuant to all applicable ordinances of the City and statutes of the State. The operating budget may be reallocated by the City Manager or Director of Finance providing there is no change in the total appropriations within all funds as authorized by the City Council.

SECTION 4. At the close of the fiscal year, unexpended appropriations in the operating budget will be unencumbered as necessary to underwrite the expense of outstanding purchase commitments. Unexpended appropriations for any authorized, but uncompleted expenditures and/or projects may be carried forward to the next succeeding budget upon approval by the City Manager or Director of Finance.

SECTION 5. Total appropriations within the funds will be increased only by amendment of the budget by resolutions approved by the City Council.

SECTION 6. The City Manager may reduce expenditure appropriations within funds as a method of fiscal control, and the Director of Finance may adjust revenue estimates to reflect economic change during the fiscal period.

SECTION 7. The Director of Finance is hereby authorized to transfer monies in accordance with the interfund transfers listed in said budget, and to transfer monies to cover operational expenditures of the City through transfers of funds in such amounts, and at such times during the fiscal year as may be determined necessary to the competent operation

and control of City business, or to provide adequate cash flow, except that no such transfer shall be made in contravention of State law or City ordinances.

SECTION 8. Adjustments made by the City Council during the budget noticed public hearing and documented in the minutes for this action will be incorporated with the final printed budget document. The City Manager or Director of Finance is hereby authorized to approve any corrections in the budget document that are clerical in nature. Additionally, the City Council may amend the budget at any time by adopting appropriate budget resolutions.

SECTION 9. The Chief Deputy City Clerk shall certify the passage of this Ordinance and shall cause the same to be posted in accordance with law.

PASSED, APPROVED, AND ADOPTED this 25th day of June 2025.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, CMC
Chief Deputy City Clerk

State of California }
County of Los Angeles } ss.
City of Irwindale }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, California, do hereby certify that the foregoing Ordinance No. 798 was duly introduced at a regular City Council meeting held on the 11th day of June 2025, and adopted at a regular meeting of the City Council held on the 25th day of June 2025, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 798, adopted by the City Council of the City of Irwindale at its regular meeting held June 25, 2025, to be posted at the City Hall, Library, and Post Office on June 25, 2025.

Laura M. Nieto, CMC
Chief Deputy City Clerk

Dated: June 25, 2025

Exhibit A
City of Irwindale
FY 2025-2026
Budget Summary

Fund	Description	FY 2025-26 Revenues	FY 2025-26 Expenditures	Surplus (Deficit) FY 2025-26
<u>General Fund</u>				
01	General Fund			
	On-Going Budget	\$ 27,582,491	\$ (29,051,910)	\$ (1,469,419)
	Capital/One-Time Items	\$ 1,755,000	\$ -	\$ 1,755,000
	Capital Projects Transfers	\$ -	\$ (200,000)	\$ (200,000)
	TOTAL GENERAL FUND	\$ 29,337,491	\$ (29,251,910)	\$ 85,581
<u>Housing Authority Funds</u>				
11	Irwindale Housing Authority	\$ 400	\$ (7,330)	\$ (6,930)
12	Low & Moderate Income Housing Asset Fund	\$ 25,000	\$ (655,596)	\$ (630,596)
	TOTAL HOUSING AUTHORITY FUNDS	\$ 25,400	\$ (662,926)	\$ (637,526)
<u>Mining Impact Fund</u>				
13	Mining Impact Fund			
	On-Going Budget	\$ 4,425,000	\$ (5,984,910)	\$ (1,559,910)
	Capital/One-Time Items	\$ -	\$ (20,000)	\$ (20,000)
	Capital Project Transfers	\$ -	\$ (14,450)	\$ (14,450)
	TOTAL MINING IMPACT FUND	\$ 4,425,000	\$ (6,019,360)	\$ (1,594,360)
<u>Reclamation Authority Funds</u>				
14	Reclamation	\$ 20,000	\$ (14,450)	\$ 5,550
19	Olive Pit Royalty	\$ 2,024,500	\$ (2,000,000)	\$ 24,500
	TOTAL RECLAMATION AUTHORITY FUNDS	\$ 2,044,500	\$ (2,014,450)	\$ 30,050
<u>Special Revenue & Grant(s) Funds</u>				
15	AB939 Recycling	\$ 363,550	\$ (464,620)	\$ (101,070)
21	State Gas Tax	\$ 88,809	\$ (182,139)	\$ (93,330)
22	Air Quality Management District	\$ 750	\$ (750)	\$ -
25	Proposition A	\$ 38,825	\$ (38,825)	\$ -
26	Proposition C	\$ 32,163	\$ (32,163)	\$ -
27	Measure R	\$ 24,122	\$ (24,122)	\$ -
28	TDA Article 3	\$ 5,000	\$ (5,000)	\$ -
29	Measure M	\$ 27,339	\$ (27,339)	\$ -
30	Measure W	\$ 448,000	\$ (448,000)	\$ -
32	Community Development Block Grant	\$ 6,800	\$ (6,800)	\$ -
	TOTAL SPECIAL REVENUE & GRANT(S) FUNDS	\$ 1,035,358	\$ (1,229,758)	\$ (194,400)
<u>Assessment Districts Funds</u>				
44	IBC Street Lighting & Maintenance District	\$ 17,040	\$ (17,040)	\$ -
45	IBC Sewer Maintenance District	\$ 125,480	\$ (50,480)	\$ 75,000
	TOTAL ASSESSMENT DISTRICTS FUNDS	\$ 142,520	\$ (67,520)	\$ 75,000
<u>Capital Projects Funds</u>				
47	Development Impact Fees	\$ 1,490,058	\$ -	\$ 1,490,058
48	Capital Improvement Projects	\$ 708,063	\$ (639,100)	\$ 68,963
	TOTAL CAPITAL PROJECTS FUNDS	\$ 2,198,121	\$ (639,100)	\$ 1,559,021
TOTAL BUDGET - ALL FUNDS:		\$ 39,208,390	\$ (39,885,024)	\$ (676,634)

RESOLUTION NO. 2025-45-3633

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
ESTABLISHING THE APPROPRIATIONS LIMIT
FOR FISCAL YEAR 2025-2026**

WHEREAS, Article XIII B of the California Constitution requires that each entity of government establish appropriations limit each year; and

WHEREAS, Article XIII B, as amended by Proposition 111, allows cities to annually increase the appropriations limit by two factors: (1) either the city population change or the population growth of the entire county and (2) either the change in California per capita income or the change in the local assessment roll due to non-residential construction; and

WHEREAS, Article XIII B, as amended, further provides that the current year's appropriations limit for each city shall be the 1986-87 appropriations limit adjusted from that year forward by growth factors as provided by Proposition 111; and

WHEREAS, a city must select by a vote of the City Council the cost-of-living factors to compute its appropriations limit. The city may select either the percentage change in California per capita income or the percentage change in local assessment roll due to non-residential new construction, and either the city's own population growth or that of the county as the adjustment options; and

WHEREAS, the City Council of the City of Irwindale now desires to select the cost-of-living factors to compute the appropriations limit and set the appropriations limit for Fiscal Year 2025-2026.

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

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

SECTION 2. The percentage change in the Per Capita Personal Income Factor, and the population growth in the city are selected as the adjustment factors to compute the appropriations limit, as presented in "Exhibit A," attached hereto.

SECTION 3. The City of Irwindale appropriations limit for Fiscal Year 2025-2026 is determined to be \$15,061,226,935.

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

PASSED, APPROVED AND ADOPTED this 11th day of June 2025.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, CMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-45-3633 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 11th day of June 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

"Exhibit A"

**CITY OF IRWINDALE
FISCAL YEAR 2025-26
CALCULATION OF APPROPRIATIONS LIMIT FY 2025-26**

A.	Percentage Change in Per Capita Personal Income for State FY 25/26 Over Prior Year	6.4400 (a)
B.	Irwindale City Population Percentage Change 1/1/2024 - 1/1/2025	(0.0700) (a)
C.	LA County Population Percentage Change 1/1/2024 - 1/1/2025	0.4300 (a)
D.	% change in local assm't roll due to nonresidential construction 2024/2025	6.0000 (b)
E.	Per Capita Personal Income converted to a factor (A +100)/100 =	1.0644
F.	Irwindale City Population Change converted to a factor (B +100)/100 =	0.9993
G.	Change in local assmt roll due to nonresidential construction factor (D+100)/100=	1.0600
H.	LA County Population Change converted to a factor (C+100)/100=	1.0043
I.	Calculation of Factor	
	Option 1. E x F =	1.06365492
	(Per Capita Personal Income Factor x Irwindale City Pop. Change factor)	
	Option 2. E x H =	1.06897692
	(Per Capita Personal Income Factor x LA County Pop. Change factor)	
J.	Appropriation Limit for FY 25/26:	
	Option 1. FY 24/25 Appropriations Limit x Option 1 factor	14,986,243,230
	Option 2. FY 24/25 Appropriations Limit x Option 2 factor	15,061,226,935

(a) *State of CA Dept of Finance, Demographic Unit, May 2025 Price & Population Information Report.*

(b) *Los Angeles County Assessors Office as reported by Hdl Coren & Cone, 2023-24 to 2024-25 Property Tax Reports.*

RESOLUTION NO. HA 2025-04-148

**A RESOLUTION OF THE BOARD OF THE IRWINDALE HOUSING AUTHORITY
ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026**

WHEREAS, the Irwindale Housing Authority received the Proposed Budget for FY 2025-26 ("Proposed Budget"); and

WHEREAS, a copy of the Proposed Budget for FY 2025-26 has been posted electronically with the Housing Authority Agenda for public review and in the Office of the Chief Deputy City Clerk; and

WHEREAS, the Proposed Budget for the Irwindale Housing Authority is included as part of the FY 2025-26 Annual Budget document for the City of Irwindale and was reviewed by the Housing Authority Board during the joint regular meeting on June 11, 2025.

**NOW, THEREFORE, THE BOARD OF THE IRWINDALE HOUSING AUTHORITY
DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

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

SECTION 2. The Proposed Budget for the Irwindale Housing Authority for Fiscal Year 2025-2026, on file in the Office of the City Clerk of the City of Irwindale, incorporated herein by reference, and attached hereto, is hereby approved, and adopted, as listed on Exhibit A.

SECTION 3. The Housing Authority Assistant Secretary shall certify to the adoption of this Resolution, which shall in turn have immediate effect.

PASSED, APPROVED, AND ADOPTED this 11th day of June 2025.

Larry G. Burrola, Chair

ATTEST:

Laura M. Nieto, CMC
Assistant Secretary

Resolution No. HA 2025-04-148
Page 1

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

I, Laura M. Nieto, Assistant Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Resolution No. HA 2025-04-148 was adopted at a regular meeting of the Irwindale Housing Authority held on June 11th, 2025, by the following vote:

AYES: Boardmembers:

NOES: Boardmembers:

ABSENT: Boardmembers:

ABSTAIN: Boardmembers:

Laura M. Nieto, CMC
Assistant Secretary
Irwindale Housing Authority

RESOLUTION NO. RA 2025-06-045

**A RESOLUTION OF THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY
ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026**

WHEREAS, the Irwindale Reclamation Authority received the proposed budget for FY 2025-26 ("Proposed Budget"); and

WHEREAS, a copy of the Proposed Budget has been on file in the Office of the City Clerk and the Library for public review; and

WHEREAS, the Proposed Budget for the Irwindale Reclamation Authority is included as part of the FY 2025-26 Annual Budget document for the City of Irwindale and was reviewed by the Reclamation Authority Board during the joint regular meeting on June 11, 2025.

NOW, THEREFORE, THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

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

SECTION 2. The Proposed Budget for the Irwindale Reclamation Authority for Fiscal Year 2025-2026, on file in the Office of the City Clerk of the City of Irwindale, incorporated herein by reference, and attached hereto, is hereby approved, and adopted, as listed on Exhibit A.

SECTION 3. The Reclamation Authority Acting Assistant Secretary shall certify to the adoption of this Resolution, which shall in turn have immediate effect.

PASSED, APPROVED, AND ADOPTED this 11th day of June 2025.

Larry G. Burrola, Chair

ATTEST:

Laura M. Nieto, CMC
Assistant Secretary

Resolution No. RA 2025-06-045
Page 1

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

I, Laura M. Nieto, Assistant Secretary of the Irwindale Reclamation Authority, do hereby certify that the foregoing Resolution No. RA 2025-06-045 was adopted at a regular meeting of the Irwindale Reclamation Authority held on June 11th, 2024, by the following vote:

AYES: Boardmembers:

NOES: Boardmembers:

ABSENT: Boardmembers:

ABSTAIN: Boardmembers:

Laura M. Nieto
Assistant Secretary
Irwindale Reclamation Authority

Attachment "A"

FY 2025-2026 ICF BUDGET AND CITY FUNDING REQUESTS FINAL MAY 27, 2025

ADMINISTRATIVE BUDGET			
ITEM	DESCRIPTION	ICF BUDGET	# of Participants
Administrative Costs	Bank Fees, Audit Services, Legal Services, Tax Filings, Civic Clerk	9,600	N/A
Supplies	Printing Services, Stamps, Envelopes	1,500	N/A
TOTAL ADMINISTRATION BUDGET		11,100	

OPERATING BUDGET			
ITEM	DESCRIPTION	ICF BUDGET	# of Participants
Graduate Recognition	Yard Signs, Banners, Gift Cards	5,000	20
Mayor's Prayer Breakfast	Breakfast, beverages, supplies, miscellaneous expenses	1,900	75
Young Citizen Competition	Scholarship Awards to contestants (1st - \$1000, 2nd - \$300, 3rd - \$200)	1,500	3
Annual Gift Card Giveaway	Holiday Giftcards (200 Giftcards @ \$75 each)	15,000	200
TOTAL OPERATING BUDGET		23,400	
TOTAL ICF BUDGET		34,500	

AQUATICS			
ITEM	DESCRIPTION	FUNDING REQUEST	# of Participants
Aquatics Expo	Snow Cone truck, promotional materials, decorations, and supplies	2,000	70+
Red, White and BBQ	Interactive water games, decorations, promotional items and supplies	1,000	100+
Luau	One (1) end of summer luau - Food, entertainment, and decorations	7,000	100/event
Shark Shack	Operating supplies (nacho condiments, hot dogs/buns, bowls, beverages, sunblock, etc)	5,000	500+
TOTAL AQUATICS		15,000	

LIBRARY			
ITEM	DESCRIPTION	FUNDING REQUEST	# of Participants
Hotspot Service	Data service for hotspot devices.	2,640	113 circs in 2023
Storybook Walks	Four (4) storybook walks to be displayed outside of library and park to encourage reading and a healthy lifestyle.	3,000	50-100/event
Promotional Items	Purchase incentive items for various events offered by the library (i.e. summer reading program, book festival, CVUSD school events, health fair, etc.)	1,500	100
TOTAL LIBRARY		7,140	

PUBLIC WORKS SERVICES		
ITEM	DESCRIPTION	FUNDING REQUEST # of Participants
Program Supplies	Public Services Maintenance community classes (birdhouses, bird feeder, wind chime, etc)	750 50
TOTAL PUBLIC WORKS SERVICES		750

RECREATION		
ITEM	DESCRIPTION	FUNDING REQUEST # of Participants
Cheer Uniforms	24 cheer uniforms, purchased every 2 years; FY 25-26 is year 1 of 2	7,200 24
Teen/Day Camp Trip	Disneyland trip for Day Camp (40 children) and Teen Trip (22 teens) on 8/2/2025	9,000 62
Special Events - Christmas	Snow Zone (snow, hay, DJ, additional activities)	6,000 300+
Supplies	Supplies & four (4) trips @1,500 each for RockAbilities Program	16,100 100/event
Silent Sound System	50 noise canceling headphones for hearing sensitive patrons to participate in Recreation offerings (silent disco, silent bingo, silent cinema)	3,600 150/event
Kindness Krew	Giveaways, donations and more	1,000 100+
Contracted Instructors & Officials	Classes for fitness, art, dance, and more	12,000 12 students/class
Family Trips	Family Trip - NFL game	4,000 40
Adult Trips	Two (2) Adult Fishing Trips	13,040 40
TOTAL RECREATION		71,940

SENIOR CENTER		
ITEM	DESCRIPTION	FUNDING REQUEST # of Participants
Field Trips	Increased entrance fees and new/added field trips.	5,000 23
Healthy Irwindale	6-week healthy challenge	1,410 15-20/week
Class Supplies	Supplies for greeting card making; ceramic, canvas, rock, wine bottle painting, greeting cards, sewing class supplies.	4,900 60
Instructors	Sewing Class, Gentle Mat Yoga, and Zumba Gold.	9,225 65
Book Club	Book Club year-round	1,700 10/monthly
Special Events	6-week Summer Senior Day Camp - games, crafts, picnic, and other items	1,200 20/week
Special Events	Annual Valentine's Dance, Hawaiian Luau, Mexican Independence, and New Year's dance.	7,000 60/event
Monthly Birthday Celebrations	Increased cost on birthday meals, cakes, kitchen supplies, and eco lab dishwasher supplies.	4,000 60
Billiard Tables and Piano	Annual maintenance for two billiard pool tables and senior center piano	2,200 15/daily
Special Events	Street banners to display on Arrow Hwy for events	4,319 N/A
TOTAL SENIOR CENTER		40,954

TOTAL ICF BUDGET	34,500
TOTAL DONATIONS TO THE CITY OF IRVINDALE	135,784
TOTAL	170,284

City of
IRWINDALE
AGENDA REPORT

Date: June 11, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Site Plan and Design Review (DA) No. 01-2025 5257 Vincent Avenue

City Manager's Recommendation:

That the City Council consider the Planning Commission's Resolution No. 852(25), recommending that the City Council approve the proposed Site Plan and Design Review for the construction of exterior building renovations and parking lot redesign; and **adopt Resolution No. 2025-48-3636** entitled, " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 01-2025 FOR THE CONSTRUCTION OF AN EXTERIOR BUILDING RENOVATION AND PARKING LOT REDESIGN AT AN EXISTING OFFICE/WAREHOUSE BUILDING LOCATED AT 5257 VINCENT AVENUE, IRWINDALE, CA 91706 (APN:8619-012-049) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15301"

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director



Prepared by:

Jarrold Palmer, Assistant Planner

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

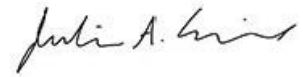


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

REQUEST

The Applicant is requesting a Site Plan and Design Review (DA) for the construction of exterior building renovations and a parking lot redesign at an existing Office/Warehouse Building located at 5257 Vincent Avenue, within the City of Irwindale.

BACKGROUND

On May 21, 2025, the Planning Commission made a unanimous recommendation to the City Council to approve Site Plan and Design Review SP&DR(DA) No. 01-2025. The Planning Commission made a recommendation to modify the construction hours from the Code mandated construction hours of 7:00 am to 7:00 pm to 7:00 am to 5:00 pm (Condition of Approval B. 26).

The site is relatively flat and currently fully developed with one (1) existing two-story brick office building totaling approximately 9,522 square feet, one (1) existing one-story metal building totaling approximately 7,070 square feet, and a surface parking lot. The site is currently served via one driveway off Vincent Avenue.

The existing use includes Cell-Crete Corporation's storage yard for equipment and vehicles. The proposed use of the site will also include Cell-Crete Corporation's office operations; relocating from an adjacent city to Irwindale.

GENERAL PLAN AND ZONING

The site is designated in the General Plan as Industrial/Business Park. The property is currently zoned M-2 (Heavy Manufacturing). The following zones and uses surround the site:

Direction	Existing Land Use	Zoning District
North	Offices, Auto Repair	M-2 (Heavy Manufacturing)
South	Auto Repair, Parking Lot	M-2 (Heavy Manufacturing)
East	Residential	City of Azusa, CAH, Arrow Highway Corridor
West	Utilities Facility, Residential	A-1 (Agricultural), M-1 (Light Manufacturing)

ENVIRONMENTAL REVIEW

The proposed project is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15301 (Class 1; Existing Facilities) of the CEQA Guidelines. If action is taken to approve the project, a Notice of Exemption (NOE) will be filed with the County Clerk. The NOE is on file in the Community Development Department and available for review by the public.

SITE PLAN AND DESIGN REVIEW

Pursuant to the provisions of Chapter 17.27.020 (Site Plan and Design Review) of the Irwindale

Municipal Code (IMC), “Site Plan and Design Review is required in specific areas of the City covered by design guidelines adopted by the City Council and is required for all new construction and other activities as identified in the applicable design guidelines”.

Development Standards

Development Standard	Minimum Requirement	Project Proposal
Front Yard Setback	20'-0"	71'-1" – 111'-5"
Side Yard Setback	0'-0"	5'-6" (West) 65'-9" (East)
Rear Yard Setback	0'-0"	45'-9"
Floor Area Ratio (F.A.R.)	1.0:1.0 (Max)	0.16:1.0
Building Height^[1]	N/A	23'-0"
Parking	28 Spaces	37 Spaces
Truck/Trailer Parking	N/A	4 Spaces

Project Description

The proposed project is to renovate the existing building on site with the construction of exterior building renovations including an updated façade, covered walkways, gated walls, courtyard, and parking lot redesign. The Project site is comprised of 2.84 gross acres (2.83 net acres, Assessor’s Parcel Number 8619-012-049). At this time, the prospective user is Cell Crete Corporation.

Building Design/Design Guidelines

The covered walkways serve a dual purpose; as protection from the elements and as a design element used to add character to the building. The existing covered walkway will be removed and replaced with a colonnade of arches supporting a shed roof. The arches and existing brick finishes will be stuccoed/plastered and painted a muted green color to match the existing buildings located at 16331 Arrow Highway and to complement the Spanish Mission style roof tiles. A new arched entry with wrought iron gates will secure the new courtyard and fountain.

Overall, the proposed improvements will upgrade the property while highlighting and incorporating the recommended elements and colors in the Irwindale Commercial and Industrial Design Guidelines, including authentic period styles, facades with depth, simple parapets, awning-covered windows, appropriate materials, arcades/columns for scale, custom ornamentation, and layering details.

Landscaping

The proposed landscape plan shows that approximately 4,178 square feet of the project site would be a combination of perimeter landscaping, parking lot shade trees, shrubs, and groundcover. The landscaping will include native plants and non-invasive species.

As required by the Irwindale Municipal Code, all equipment is enclosed within the buildings or screened from the public right of way.

Access and Circulation

Ingress and egress to the site is provided via one (1) driveway on Vincent Avenue. Pedestrian access

will be provided via an existing concrete sidewalk on Vincent Avenue. Additionally, internal walkways leading to the various entrances of the proposed building will be provided.

Parking

IMC Subsection 17.16.040 provides, "Professional Offices" must have 1 parking space per every 300 square feet of floor area.

Based on the proposed square footage, the project requires 28 stalls, and 37 stalls are being proposed [two (2) ADA stalls, thirty-one (31) standard stalls and four (4) parallel stalls]. The project also proposes truck parking including four (4) trailer stalls. All parking is surface parking; there are no proposed parking structures or subterranean lots.

Building Height

The building height varies from approximately 16'-0" to 23'-0".

The Irwindale Municipal Code has a maximum building height restriction in the M-2 (Heavy Manufacturing) zone. Per IMC Subsection 17.06.030-1 Development Standards, the maximum height is fifty (50) feet; sixty (60) feet if abutting freeway, and forty (40) feet if parcel is within two hundred-fifty feet of a Residential Zoned Property.

Signage and Lighting

IMC Section 17.19 "Signs" provides the maximum allowable sign area for freestanding and wall signs. Based on the approximate square footage of the existing building, the allowable amount of wall signage would equate to a maximum of 100 square feet per one square foot per linear feet of tenant space for signs on the street front or building side. Freestanding signs would be limited to 200 square feet per one-half square foot per linear foot of street property line.

Site lighting would consist of exterior, wall-mounted light fixtures; interior lighting; lighting for pedestrian walkways; ground-mounted decorative lighting for landscape and architectural features; lighting for the new parking areas and truck yard; lighting for the courtyard; and security lighting. Proposed lighting design would limit uplight and glare, and ensure that the site is adequately lit.

ANALYSIS

Site Plan & Design Review Analysis

Before Site Plan and Design Review are approved, the applicant must show, to the satisfaction of the Planning Commission and the City Council, the existence of the following findings of fact. Staff has determined that the findings can be made based on the analysis below.

1. Promotes excellence in site planning and design and the harmonious appearance of buildings and sites;

The proposed renovations and redesign shall harmonize the appearance of the building in relation to nearby buildings. The proposed project incorporates many of the desired design elements from the

Commercial and Industrial Design Guidelines including but not limited to: simple parapet heights; arched walkways, ornately carved designs, metal awnings, and a multi-color palette. In addition, the site design includes layered landscaping.

2. Ensure that new and modified uses and development will be compatible with the existing and potential development of the surrounding area; and

The subject site is zoned M-2 (Heavy Manufacturing) and has a General Plan land use designation of Industrial/Business Park. The existing General Plan and Zoning designations are consistent. The use of the existing building will remain the same, which is relative to the neighboring businesses and existing uses.

3. Supplement other City regulations and standards to ensure control of aspects of site planning and design that are not otherwise addressed.

This project's Conditions of Approval ensure that there is compliance with City regulations and standards.

[\[1\]](#) Per IMC Subsection 17.08.085 "Building Height" means the vertical distance from the finished grade of the lot to the highest average point of the building or structure.

CONCLUSION/RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Adopt Resolution No. 2025-48-3636 approving Site Plan & Design Review (DA) No. 01-2025 and find the project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, section 15301

Fiscal Impact:

The entire cost of the development will be covered by the Applicant/Developer. The proposed project will have no impact on the City's budget.

Attachments:

1. Attachment A CC Resolution No. 2025-48-3636 FINAL Version
2. Attachment C

ATTACHMENT “A”

RESOLUTION NO. 2025-48-3636

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 01-2025 FOR THE CONSTRUCTION OF AN EXTERIOR BUILDING RENOVATION AND PARKING LOT REDESIGN AT AN EXISTING OFFICE/WAREHOUSE BUILDING LOCATED AT 5257 VINCENT AVENUE, IRWINDALE, CA 91706 (APN: 8619-012-049) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15301

A. RECITALS.

- (i) Sawsan Jassoume, 835 Mission Street, South Pasadena, CA 91030, on behalf of Cell-Crete Corporation, the Applicant, has made a request for approval of a Site Plan and Design Review [SP&DR(DA)] pursuant to Section 17.27 of the IMC, to allow for the construction of a building façade improvements and a parking lot redesign, located at 5257 Vincent Avenue.
- (ii) The Subject Property is located at 5257 Vincent Avenue, within the City of Irwindale (APN: 8619-012-049) and is zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject application shall be referred to as the “Application.”
- (iii) On May 21, 2025, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, closed the public hearing and recommended that the City Council approve Site Plan and Design Review (DA) No. 01-2025, subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.
- (iv) On June 11, 2025, the City Council conducted a duly noticed public hearing, as required by law, on the Application, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the Proposed Project; closed the public hearing, and, after discussion, approved this resolution.
- (v) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Irwindale as follows:

1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct.

2. The applicant submitted their application on March 11, 2025, which was deemed complete by Staff on May 7, 2025. Subsequently, the City Council adopted Ordinance No. 772, a comprehensive zoning code update, repealing and replacing the entirety of Title 17 of the Irwindale Municipal Code, effective May 12, 2025. In accordance with Irwindale Municipal Code section 17.01.050 of the Zoning Code Update, applications processed by City Staff under all prior ordinances codified in Title 17, but which come before the legislative body after the most recent Zoning Code has been approved, will be deemed to be in compliance with the latest version of Zoning Code. This project was submitted under the previous Zoning Code prior to May 12, 2025, when the City began using the new Zoning Code. Therefore, the City Council finds that the application is deemed in compliance with the provisions of the Zoning Code.

3. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto as Exhibit "A," this City Council hereby specifically finds as follows:

Site Plan and Design Review (DA) Permit No. 01-2025

1. Promotes excellence in site planning and design and the harmonious appearance of buildings and sites;

The proposed renovations and redesign shall harmonize the appearance of the building in relation to nearby buildings. The proposed project incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines including but not limited to: simple parapet heights; arched walkways, ornately carved designs, metal awnings, and a multi-color palette. In addition, the site design includes layered landscaping.

2. Ensure that new and modified uses and development will be compatible with the existing and potential development of the surrounding area; and

The subject site is zoned M-2 (Heavy Manufacturing) and has a General Plan land use designation of Industrial/Business Park. The existing General Plan and Zoning designations are consistent. The use of the existing building will remain the same, which is relative to the neighboring businesses and existing uses.

3. Supplement other City regulations and standards to ensure control of aspects of site planning and design that are not otherwise addressed.

This project's Conditions of Approval, attached hereto as Exhibit "A" and incorporated herein by this reference, ensure that the Project will comply with City regulations and standards.

4. The City Council hereby determines that the project as proposed is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1; Existing Facilities), which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination of the CEQA Guidelines.

5. Based upon the substantial evidence and conclusions set forth herein above, this City Council hereby approves the Application subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

6. The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 11th day of June 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. 2025-48-3636 was adopted at the meeting of the City Council of the City of Irwindale held on the 11th day of June 2025, by the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:
ABSENT: COMMISSIONERS:
ABSTAIN: COMMISSIONERS:

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY COUNCIL RESOLUTION NO. 2025-48-3636

Site Plan and Design Review (DA) No. 01-2025
Sawsan Jassoume for Cell-Crete
5257 Vincent Avenue

A. GENERAL

1. The uses authorized by this Site Plan and Design Review Permit allow for the construction of building façade improvements including a covered walkway and courtyard, in addition to a parking lot redesign as described on the plans dated June 5, 2025.
2. A building permit shall be obtained within twelve (12) months from the date of approval. Thereafter, if the activities have been abandoned for ninety (90) or more days, the Site Plan and Design Review Permit approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension, the Community Development Director may grant an extension of this Site Plan and Design Review Permit approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the City Council for determination.
3. If applicable, a grading permit shall be obtained within twelve (12) months from the date of approval. Thereafter, if the activities have been abandoned for ninety (90) or more days, the Site Plan and Design Review Permit approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension, the Community Development Director may grant an extension of this Site Plan and Design Review Permit approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the City Council for determination.
4. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.
5. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Site Plan and Design Review Permit No. 01-2025. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

6. The use and improvements authorized by this Site Plan and Design Review Permit shall conform to the plans as finally approved by the City (dated May 7, 2025) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Community Development Director, shall require the prior approval of the City Council pursuant to the amendment of the Site Plan and Design Review Permit.
7. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.
8. The Applicant shall maintain and use the project location thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.
9. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.
10. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.
11. Security lighting fixtures are to be shielded and shall not project above the fascia or roof line of the buildings. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures.
12. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.
13. Prior to occupancy of the project, all users of the facility shall comply with the City of Irwindale M-2 zoning standards and regulations through the business license and zoning compliance process.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The proposed façade improvements shall match the color and materials of the existing buildings located at 16331 Arrow Highway.

2. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in accordance with all applicable codes.
3. This project shall be subject to the City of Irwindale's utility tax.
4. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the plans submitted to the Building Division for plan check.
5. A final planning inspection shall be required.
6. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines."
7. Landscaping shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible. Landscaping shall be provided as shown on the approved Conceptual Landscape and as modified pursuant to City Building Plan Check review of Precise Landscape and Irrigation plans.
8. Landscape and irrigation plans shall be prepared by a licensed landscape architect, and are subject to the approval of the Community Development Director and the Director of Engineering. Vision clearance shall be maintained at all vehicle entrances and exits.
9. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.
10. A six (6) inch horizontal concrete curb shall surround all landscaped planters.
11. The following invasive plants shall not be used in landscaping:
 - *Carpobrotus edulis* (ice plant)
 - *Hedera helix*, *H. Hibernica*, *H. canariensis* (English ivy, Irish ivy, Algerian ivy)
 - *Vinca Major* (periwinkle)
 - *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
 - *Cortaderia selloana*, *C. jubata* and all cultivars and varieties (pampas grass)
 - *Retama monosperma*, *Genista monspessulana*, *Cytisus striatus*, *Cytisus scoparius*, and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
 - *Acacia Cyclops* (acacia or western coastal wattle)
 - *Myoporum laetum* (myoporum)
 - *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)
 - *Schinus terebinthifolius* (Brazilian pepper)
 - *Eucalyptus globules*, *E. camaldulensis* (eucalyptus, blue gum, and red gum)

12. A minimum of 3.4% ($\pm 3,482$ square feet) the total lot area shall be landscaped.
13. All plant material, including trees, shall be maintained in good condition and replaced in the event they die or become diseased.
14. Any event not held during typical hours of operation shall be subject to Community Development Department review for a Special Event Permit.
15. Drive aisles shall remain open and unobstructed for vehicular circulation.
16. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the City's Commercial and Industrial Design Guidelines.
17. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs or similar planting materials as allowed.
18. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings¹. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.
19. All rooftop wireless telecommunications antennas operated by third parties are subject to the provisions of Chapter 17.12.260 of the Irwindale Municipal Code shall require a separate permit in accordance with the provisions of the Municipal Code.
20. A lighting plan shall be submitted for approval by the Community Development Director describing lighting fixtures for building exterior lighting. Lighting fixtures shall be designed to shield light and/or directs light in a downward direction to minimize light spillover to adjacent residential areas. A minimum of 1-foot candle shall be provided.
21. Applicant shall obtain approval and permits from the Community Development Department and Building Division for all project signage prior to construction of any signs on the project site.
22. A temporary chain link fence with green screening, or acoustical fencing assembly shall be installed and maintained around the perimeter of the site during construction.
23. Any masonry walls, tube steel fences, and driveway gates shall be decorative and consistent with the building design and the Commercial and Industrial Design

¹ Photovoltaic equipment is exempt from this requirement.

Guidelines. The design of the walls and gates shall be subject to review and approval of the Community Development Department. No chain link fencing shall be allowed for permanent perimeter fencing applications.

24. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.
25. Applicant/developer shall post "No Overnight/Unauthorized Parking" signs on the property prior to construction to prevent unauthorized parking on the site.
26. Construction activity shall take place no earlier than 7:00 AM on each day and no later than 5:00 PM on each day, Monday thru Saturday. No construction activities of any kind shall be performed on Sundays or holidays without a permit per IMC Subsection 9.28.110(A).
27. All construction related activity shall comply with the noise standards as set forth in IMC Section 9.28.030.
28. All truck loading and unloading shall occur on the site. No loading, unloading or truck idling shall be permitted to take place on the street for any business located on the site.

C. PUBLIC WORKS/ENGINEERING DEPARTMENT

BUILDING AND SAFETY

1. Building permits shall be obtained from the Building and Safety Division and all construction shall be in compliance with the latest Building Code and all applicable regulations.
2. The Applicant shall submit Site, Floor, and Elevation Plans that include all Life & Safety and Accessibility requirements as required by the latest Building Code.
3. The Applicant shall submit all required Mechanical, Electrical & Plumbing (MEP) Plans in compliance with the latest Building Code.

D. FIRE DEPARTMENT

1. The project shall comply with all applicable requirements of the County of Los Angeles Fire Department.

2. Review and approval by the County of Los Angeles Fire Department, Fire Prevention Engineering Section Building Plan Check Unit may be required for this project prior to building permit issuance. Please contact the Fire Prevention Engineering Section at 626.963.5564 for information on EPICLA submittals.

E. PUBLIC SERVICES DEPARTMENT

1. All walls that face the public right-of-way shall implement anti-graffiti management practices (such as planting vines on the walls). Applicant shall be responsible for graffiti removal to all walls that face the public right-of-way in a timely manner.
2. Onsite trash enclosure areas shall have sufficient space for solid waste, recycling, and organic waste receptacles and shall be covered from the elements with a solid roof structure per Title 14, Division 7, Section 17313 of the California Code of Regulations and Building Code Manual County of Los Angeles Department of Public Works Building and Safety Division 312 Article 2.
3. Tenants shall adhere to the SB 1383 regulations set forth by CalRecycle under California Code of Regulations Title 14, Division 7, Chapter 3 and outlined in the Irwindale Municipal Code Section 08.22 Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste, which includes the diversion of edible food to food recovery organizations and services.
4. The owner and/or applicant shall remove and reconstruct all damaged, deficient, or substandard sidewalk, driveways, curb, and gutter as directed by the Director of Engineering and the Public Services Director.
5. The owner and/or applicant shall be responsible for obtaining encroachment permit(s) from the City prior to commencing any type of work in the public right-of-way.
6. Any work within easements on the project site shall require proper approval and permits from the easement holder (City of Irwindale, County of Los Angeles, Southern California Edison, etc.).
7. Vehicles shall not block the sidewalk or be parked on the public right-of-way along property frontage.
8. The tenant and owner of the property shall be responsible for the removal of any accidental or illegal dumping of debris on private property. It is not the responsibility of the City of Irwindale to remove any accidental or illegal dumping of items from private property.
9. All utilities and signs within the public right-of-way shall meet horizontal and vertical ADA clearance requirements.

10. Any landscaping, including an irrigation system, in the public right-of-way or any property that is dedicated to the City of Irwindale for maintenance purposes must be approved by the Public Services Director, or designee, as part of the permitting process. Property owner is required to maintain at its sole expense all landscaping in the public right-of-way, including the parkway.

ATTACHMENT "C"



**CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT**
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION



Date: May 21, 2025 **Agenda Item No. 4-A**

To: Honorable Chair and Members of the Planning Commission

From: Marilyn Simpson, Community Development Director

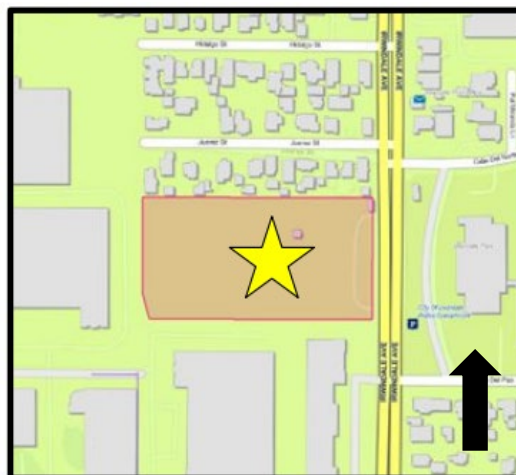
Project Planner: Jarrod Palmer, Assistant Planner

Project: Site Plan & Design Review (DA) No. 01-2025; Façade & Parking

Applicant: Sawsan Jassoume for Cell-Crete

Property Owner: Louie Fisher – Cell Crete, 135 E. Railroad Ave, Monrovia, CA 91016

Project Location: 5257 Vincent Avenue (APN: 8619-012-049)



Staff Recommendation: That the Planning Commission adopt Resolution No. 852(25) recommending that the City Council approve Site Plan & Design Review (DA) No. 01-2025 for the construction of exterior building renovations and parking lot redesign for an existing office/warehouse building located at 5257 Vincent Avenue, Irwindale, CA 91706 (APN: 8619-012-049) in the M-2 (Heavy Manufacturing) zone and, subject to the attached Conditions of Approval, and find the project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15301.

Planning Commission Meeting
Site Plan & Design Review (DA) No. 01-2025

May 21, 2025

REQUEST

The Applicant is requesting approval of SP&DR (DA) No. 01-2025 for the construction of a new building façade, covered walkway, courtyard, and redesigned parking area for an existing building at the Cell-Crete Corporation, located at 5257 Vincent Avenue.

BACKGROUND

The site is part of the Cell-Crete Corporation, located at 5257 Vincent Avenue, and is developed with two (2) buildings on approximately 2.83 acres. The building façade improvements are proposed on the easternmost building, along with a redesign of the adjacent parking lot.

The existing buildings were constructed in the late 1950's to early 1960's. In 1998 American Medical Response (AMR) began occupying the site. In 2008, the site was purchased by the Irwindale Community Redevelopment Agency. AMR occupied the site until 2024, when the site was purchased by Cell-Crete Corporation. This site will act as offices for Cell-Crete Corporation.

This is the second building owned and operated by Cell-Crete in the City. Their existing building is located at 16331 Arrow Highway and was purchased from the Irwindale Community Redevelopment Agency. In 2016, some interior tenant improvements and exterior renovations were approved.

The applicant submitted its application on March 11, 2025, which was deemed complete by Staff on May 7, 2025. Subsequently, the City Council adopted Ordinance No. 772, a comprehensive zoning code update, repealing and replacing the entirety of Title 17 of the Irwindale Municipal Code, effective May 12, 2025. In accordance with Irwindale Municipal Code section 17.01.050 of the Zoning Code Update, applications processed by City Staff under all prior ordinances codified in Title 17, but which come before the legislative body after the most recent Zoning Code has been approved, will be deemed to be in compliance with the latest version of Zoning Code. This project was submitted under the previous Zoning Code prior to May 12, 2025, when the City began using the new Zoning Code. Therefore, the Planning Commission recommends that the City Council find that the application is deemed in compliance with the provisions of the updated Zoning Code.

SITE PLAN AND DESIGN REVIEW

Pursuant to the provisions of Chapter 17.27.020 (Site Plan and Design Review) of the Irwindale Municipal Code (IMC), "Site Plan and Design Review is required in specific areas of the City covered by design guidelines adopted by the City Council and is required for all new construction and other activities as identified in the applicable design guidelines".

ENVIRONMENTAL REVIEW

The proposed project is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15301 (Class 1; Existing Facilities) of the CEQA Guidelines. If action is taken to approve the project, a Notice of Exemption (NOE) will be filed with the County

Clerk. The NOE is on file in the Community Development Department and available for review by the public.

GENERAL PLAN AND ZONING

The project site is designated in the General Plan as Industrial/Business Park and is zoned M-2 (Heavy Manufacturing). The site is surrounded by the following uses and zoning:

Direction	Existing Land Use	Zoning District
North	Offices, Auto Repair	M-2, Heavy Manufacturing
South	Auto Repair, Parking Lot	M-2, Heavy Manufacturing
East	Residential	City of Azusa, CAH, Arrow Highway Corridor
West	Utilities Facility, Residential	A-1, Agricultural & M-1, Light Manufacturing

PROJECT DESCRIPTION

The proposed building façade improvements include the renovation of an existing walkway, and construction of new walkways, in addition to a courtyard. The improvements also include the redesign of the adjacent parking lot, which includes a new landscape palate.

DESIGN

The covered walkways serve a dual purpose; as protection from the elements and as a design element used to add character to the building. The existing covered walkway will be removed and replaced with a colonnade of arches supporting a shed roof. The arches and existing brick finishes will be stuccoed/plastered and painted a muted green color to match the existing buildings located at 16331 Arrow Highway. Adding authenticity, the roof will have mission tiles. A new arched entry with wrought iron gates will secure the new courtyard and fountain.

Overall, the proposed improvements will upgrade the property while highlighting and incorporating the recommended elements of the Commercial and Industrial Guidelines, such as authentic period styles, facades with depth, simple parapets, awning-covered windows, appropriate materials, arcades/columns for scale, custom ornamentation, and layering details.

ANALYSIS

Site Plan & Design Review Analysis

Before Site Plan and Design Review are approved, the applicant must show, to the satisfaction of the Planning Commission and the City Council, the existence of the following findings of fact. Staff has determined that the findings can be made based on the analysis below.

1. Promotes excellence in site planning and design and the harmonious appearance of buildings and sites;

The proposed renovations and redesign shall harmonize the appearance of the building in relation to nearby buildings. The proposed project incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines including but not limited to: varied parapet heights; arched walkways, ornately carved designs, metal awnings, and a multi-color palette. In addition, the site design includes layered landscaping.

2. Ensure that new and modified uses and development will be compatible with the existing and potential development of the surrounding area; and

The subject site is zoned M-2 (Heavy Manufacturing) and has a General Plan land designation of Industrial/Business Park. The existing General Plan and Zoning designations are consistent. The use of the existing building will remain the same, which is relative to the neighboring businesses and existing uses.

3. Supplement other City regulations and standards to ensure control of aspects of site planning and design that are not otherwise addressed.

This project's Conditions of Approval ensure that there is compliance with City regulations and standards, including conditions that are not explicitly stated already.

CONCLUSION/RECOMMENDATION

Staff recommends that the Planning Commission take the following action:

1. Adopt Resolution No. 852(25) recommending that the City Council approve Site Plan & Design Review (DA) No. 01-2025 and find the project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, section 15301

Alternative Actions:

2. Request that Staff prepare a resolution of denial based on recommended findings of fact to be brought back at the next regularly Planning Commission meeting for adoption; OR

3. Request that Staff revise the project and continue the hearing to a date certain.

ATTACHMENTS

- Exhibit A: Resolution No. 852(25) with Conditions of Approval
Exhibit B: Project Plans (Site Plan, Floor Plan, Elevations)
Exhibit C: Landscape Plans

EXHIBIT “A”

RESOLUTION NO. 852(25)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL APPROVE SITE PLAN AND DESIGN REVIEW (DA) NO. 01-2025 FOR THE CONSTRUCTION OF AN EXTERIOR BUILDING RENOVATION AND PARKING LOT REDESIGN AT AN EXISTING OFFICE/WAREHOUSE BUILDING LOCATED AT 5257 VINCENT AVENUE, IRWINDALE, CA 91706 (APN: 8619-012-049) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15301

A. RECITALS.

- (i) Sawsan Jassoume, 835 Mission Street, South Pasadena, CA 91030, on behalf of Cell-Crete Corporation, the Applicant, has made a request for approval of a Site Plan and Design Review [SP&DR(DA)] pursuant to Section 17.27 of the IMC, to allow for the construction of a building façade improvements and a parking lot redesign, located at 5257 Vincent Avenue.
- (ii) The Subject Property is located at 5257 Vincent Avenue, within the City of Irwindale (APN: 8619-012-049) and is zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject application shall be referred to as the “Application.”
- (iii) On May 21, 2025, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, closed the public hearing and recommended that the City Council approve Site Plan and Design Review (DA) No. 01-2025, subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.
- (iv) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

1. The Planning Commission hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct.
2. The applicant submitted its application on March 11, 2025, which was deemed complete by Staff on May 7, 2025. Subsequently, the City Council adopted

Ordinance No. 772, a comprehensive zoning code update, repealing and replacing the entirety of Title 17 of the Irwindale Municipal Code, effective May 12, 2025. In accordance with Irwindale Municipal Code section 17.01.050 of the Zoning Code Update, applications processed by City Staff under all prior ordinances codified in Title 17, but which come before the legislative body after the most recent Zoning Code has been approved, will be deemed to be in compliance with the latest version of Zoning Code. This project was submitted under the previous Zoning Code prior to May 12, 2025, when the City began using the new Zoning Code. Therefore, the Planning Commission recommends that the City Council find that the application is deemed in compliance with the provisions of the updated Zoning Code.

3. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto as Exhibit "A," this Planning Commission hereby specifically finds as follows:

- A. Promotes excellence in site planning and design and the harmonious appearance of buildings and sites;

The proposed renovations and redesign shall harmonize the appearance of the building in relation to nearby buildings. The proposed project incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines including but not limited to: varied parapet heights; arched walkways, ornately carved designs, metal awnings, and a multi-color palette. In addition, the site design includes layered landscaping.

- B. Ensure that new and modified uses and development will be compatible with the existing and potential development of the surrounding area; and

The subject site is zoned M-2 (Heavy Manufacturing) and has a General Plan land designation of Industrial/Business Park. The existing General Plan and Zoning designations are consistent. The use of the existing building will remain the same, which is relative to the neighboring businesses and existing uses.

- C. Supplement other City regulations and standards to ensure control of aspects of site planning and design that are not otherwise addressed.

This project's Conditions of Approval ensure that there is compliance with City regulations and standards, including conditions that are not explicitly stated already.

4. The City, as the Lead Agency, determined that the project as proposed is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1; Existing Facilities), which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private

structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination of the CEQA Guidelines.

5. Based upon the substantial evidence and conclusions set forth herein above, this Planning Commission hereby approves the Application subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

6. The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 21st day of May 2025.

Maricela Frymark, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, AICP, Secretary

I, Marilyn Simpson, AICP, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at the meeting of the Planning Commission of the City of Irwindale held on the 21st day of May 2025, by the following vote:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:
ABSTAIN:	COMMISSIONERS:

Marilyn Simpson, AICP, Secretary

PLANNING COMMISSION RESOLUTION NO. 852(25)

Site Plan and Design Review (DA) No. 01-2025
Sawsan Jassoume for Cell-Crete
5257 Vincent Avenue

A. GENERAL

1. The uses authorized by this Site Plan and Design Review Permit allow for the construction of building façade improvements including a covered walkway and courtyard, in addition to a parking lot redesign as described on the plans dated May 7, 2025.
2. A building permit shall be obtained within twelve (12) months from the date of approval. Thereafter, if the activities have been abandoned for ninety (90) or more days, the Site Plan and Design Review Permit approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension, the Community Development Director may grant an extension of this Site Plan and Design Review Permit approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the City Council for determination.
3. If applicable, a grading permit shall be obtained within twelve (12) months from the date of approval. Thereafter, if the activities have been abandoned for ninety (90) or more days, the Site Plan and Design Review Permit approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension, the Community Development Director may grant an extension of this Site Plan and Design Review Permit approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the City Council for determination.
4. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.
5. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Site Plan and Design Review Permit No. 01-2025. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

6. The use and improvements authorized by this Site Plan and Design Review Permit shall conform to the plans as finally approved by the City (dated May 7, 2025) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Community Development Director, shall require the prior approval of the City Council pursuant to the amendment of the Site Plan and Design Review Permit.
7. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.
8. The Applicant shall maintain and use the project location thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.
9. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.
10. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.
11. Security lighting fixtures are to be shielded and shall not project above the fascia or roof line of the buildings. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures.
12. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.
13. Prior to occupancy of the project, all users of the facility shall comply with the City of Irwindale M-2 zoning standards and regulations through the business license and zoning compliance process.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The proposed façade improvements shall match the color and materials of the existing buildings located at 16331 Arrow Highway.

2. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in accordance with all applicable codes.
3. This project shall be subject to the City of Irwindale's utility tax.
4. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the plans submitted to the Building Division for plan check.
5. A final planning inspection shall be required.
6. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines."
7. Landscaping shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible. Landscaping shall be provided as shown on the approved Conceptual Landscape and as modified pursuant to City Building Plan Check review of Precise Landscape and Irrigation plans.
8. Landscape and irrigation plans shall be prepared by a licensed landscape architect, and are subject to the approval of the Community Development Director and the Director of Engineering. Vision clearance shall be maintained at all vehicle entrances and exits.
9. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.
10. A six (6) inch horizontal concrete curb shall surround all landscaped planters.
11. The following invasive plants shall not be used in landscaping:
 - *Carpobrotus edulis* (ice plant)
 - *Hedera helix*, *H. Hibernica*, *H. canariensis* (English ivy, Irish ivy, Algerian ivy)
 - *Vinca Major* (periwinkle)
 - *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
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 - *Retama monosperma*, *Genista monspessulana*, *Cytisus striatus*, *Cytisus scoparius*, and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
 - *Acacia Cyclops* (acacia or western coastal wattle)
 - *Myoporum laetum* (myoporum)
 - *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)
 - *Schinus terebinthifolius* (Brazilian pepper)
 - *Eucalyptus globules*, *E. camaldulensis* (eucalyptus, blue gum, and red gum)

12. A minimum of 3.4% ($\pm 3,482$ square feet) the total lot area shall be landscaped.
13. All plant material, including trees, shall be maintained in good condition and replaced in the event they die or become diseased.
14. Any event not held during typical hours of operation shall be subject to Community Development Department review for a Special Event Permit.
15. Drive aisles shall remain open and unobstructed for vehicular circulation.
16. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the City's Commercial and Industrial Design Guidelines.
17. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs or similar planting materials as allowed.
18. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings¹. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.
19. All rooftop wireless telecommunications antennas operated by third parties are subject to the provisions of Chapter 17.12.260 of the Irwindale Municipal Code shall require a separate permit in accordance with the provisions of the Municipal Code.
20. A lighting plan shall be submitted for approval by the Community Development Director describing lighting fixtures for building exterior lighting. Lighting fixtures shall be designed to shield light and/or directs light in a downward direction to minimize light spillover to adjacent residential areas. A minimum of 1-foot candle shall be provided.
21. Applicant shall obtain approval and permits from the Community Development Department and Building Division for all project signage prior to construction of any signs on the project site.
22. A temporary chain link fence with green screening, or acoustical fencing assembly shall be installed and maintained around the perimeter of the site during construction.
23. Any masonry walls, tube steel fences, and driveway gates shall be decorative and consistent with the building design and the Commercial and Industrial Design

¹ Photovoltaic equipment is exempt from this requirement.

Guidelines. The design of the walls and gates shall be subject to review and approval of the Community Development Department. No chain link fencing shall be allowed for permanent perimeter fencing applications.

24. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.
25. Applicant/developer shall post "No Overnight/Unauthorized Parking" signs on the property prior to construction to prevent unauthorized parking on the site.
26. Construction activity shall take place no earlier than 7:00 AM on each day and no later than 5:00 PM on each day, Monday thru Saturday. No construction activities of any kind shall be performed on Sundays or holidays without a permit per IMC Subsection 9.28.110(A).
27. All construction related activity shall comply with the noise standards as set forth in IMC Section 9.28.030.
28. All truck loading and unloading shall occur on the site. No loading, unloading or truck idling shall be permitted to take place on the street for any business located on the site.

C. PUBLIC WORKS/ENGINEERING DEPARTMENT

BUILDING AND SAFETY

1. Building permits shall be obtained from the Building and Safety Division and all construction shall be in compliance with the latest Building Code and all applicable regulations.
2. The Applicant shall submit Site, Floor, and Elevation Plans that include all Life & Safety and Accessibility requirements as required by the latest Building Code.
3. The Applicant shall submit all required Mechanical, Electrical & Plumbing (MEP) Plans in compliance with the latest Building Code.

D. FIRE DEPARTMENT

1. The project shall comply with all applicable requirements of the County of Los Angeles Fire Department.

2. Review and approval by the County of Los Angeles Fire Department, Fire Prevention Engineering Section Building Plan Check Unit may be required for this project prior to building permit issuance. Please contact the Fire Prevention Engineering Section at 626.963.5564 for information on EPICLA submittals.

E. PUBLIC SERVICES DEPARTMENT

1. All walls that face the public right-of-way shall implement anti-graffiti management practices (such as planting vines on the walls). Applicant shall be responsible for graffiti removal to all walls that face the public right-of-way in a timely manner.
2. Onsite trash enclosure areas shall have sufficient space for solid waste, recycling, and organic waste receptacles and shall be covered from the elements with a solid roof structure per Title 14, Division 7, Section 17313 of the California Code of Regulations and Building Code Manual County of Los Angeles Department of Public Works Building and Safety Division 312 Article 2.
3. Tenants shall adhere to the SB 1383 regulations set forth by CalRecycle under California Code of Regulations Title 14, Division 7, Chapter 3 and outlined in the Irwindale Municipal Code Section 08.22 Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste, which includes the diversion of edible food to food recovery organizations and services.
4. The owner and/or applicant shall remove and reconstruct all damaged, deficient, or substandard sidewalk, driveways, curb, and gutter as directed by the Director of Engineering and the Public Services Director.
5. The owner and/or applicant shall be responsible for obtaining encroachment permit(s) from the City prior to commencing any type of work in the public right-of-way.
6. Any work within easements on the project site shall require proper approval and permits from the easement holder (City of Irwindale, County of Los Angeles, Southern California Edison, etc.).
7. Vehicles shall not block the sidewalk or be parked on the public right-of-way along property frontage.
8. The tenant and owner of the property shall be responsible for the removal of any accidental or illegal dumping of debris on private property. It is not the responsibility of the City of Irwindale to remove any accidental or illegal dumping of items from private property.
9. All utilities and signs within the public right-of-way shall meet horizontal and vertical ADA clearance requirements.

10. Any landscaping, including an irrigation system, in the public right-of-way or any property that is dedicated to the City of Irwindale for maintenance purposes must be approved by the Public Services Director, or designee, as part of the permitting process. Property owner is required to maintain at its sole expense all landscaping in the public right-of-way, including the parkway.

Item #34.A.

City of
IRWINDALE
AGENDA REPORT

Date: June 11, 2025
To: Honorable Chair and Members of the Housing Authority
From: Julian A. Miranda, Executive Director
Issue: Acquisition of 4846 Irwindale Avenue, Irwindale CA

City Manager's Recommendation:

That the Housing Authority Board **adopt HA Resolution No. 2025-05-149**: "A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY APPROVING THE ACQUISITION OF 4846 IRWINDALE AVENUE, IRWINDALE, CA AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS AND APPROVING THE APPROPRIATION OF FUNDS FROM LOW- AND MODERATE-INCOME HOUSING ASSET FUND (12)."

Administrative Action:

Submitted/Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer



Prepared by:

Fernando Lopez, Housing Coordinator



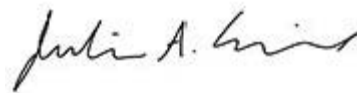
Reviewed by:

Adrian R. Guerra, General Counsel



Approved by:

Julian A. Miranda, Executive Director



Background and Analysis:

REQUEST: Staff requests that the Board approve the acquisition of the real property located at 4846 Irwindale Avenue (APN 8417-033-092) ("**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: 4846 Irwindale Avenue is a residential parcel that has been offered for purchase to the Housing Authority by the property owner. Residential property owned by LINDA EGGERS, TRUSTEE OF THE LINDA EGGERS 2004 LIVING TRUST DATED JANUARY 13, 2004 ("**Property owner**").

Consequently, the staff relayed the offer for purchase to the Housing Authority Board and received authorization from the IHA Board to obtain an appraisal of the site with an assigned value. The property consists of a single-story, wood-frame, single-family residence built in 1923.

According to County records, the gross building area is 804 square feet, consisting of two bedrooms, one bathroom, a living room, dining room and a 1-car garage. The property is zoned C3- Heavy Commercial- Residential and is in fair condition.

The property is not currently occupied, although the property owner has a family member serving as a caretaker.

The property has a 10,329-square-foot lot that could be better utilized for the development of Affordable Housing.

The California Department of Housing and Community Development (HCD), along with Los Angeles County Officials, have identified the urgent need for Affordable Housing Development throughout the state.

City staff received authorization from the Housing Authority Board to contact the Trust to express the Housing Authority's interest in the property and begin negotiations.

APPRAISAL: The City has obtained an Appraisal Report from Frazier Capital Valuation

effective as of September 17, 2024, which valued the property at \$580,000.

BROKER REPRESENTATION: Buyer and Seller have negotiated in good faith and mutually agreed to the acquisition of the property by the Buyer pursuant to the terms of the Purchase and Sale Agreement.

PSA: IHA and Seller have negotiated the PSA which includes the following terms.

- **Purchase Price:** \$580,000
- **Deposit:** \$17,400
- **Escrow:** Fidelity National Title
- **Title Insurance:**
- **Insurer:** First American Title Insurance Company
- **Title Policy:** An ALTA (non-extended) owner's title policy to be issued to IHA closing with exceptions approved by IHA.
- **Due Diligence Period:** 60 days from IHA's receipt of all required information from the Seller with the right to extend for 7 days if necessary to obtain a Phase II environmental report based on recommendations in the Phase I report. IHA has a duty to promptly order a Phase I report.
- **Close of Escrow:** 30 days after expiration of due diligence period.
- **Limited Seller Representations & Warranties:** Sellers (being only trustees and successors of Original Owners who are deceased) only make limited representations and warranties. IHA will basically acquire the property in AS-IS condition.
- **Costs:** IHA shall pay the cost of the title insurance policy and all escrow charges.
- **Liquidated Damage Clause:** IHA has the right to terminate the PSA with the Deposit returned if it disapproves of the Property prior to the end of the Due Diligence Period. If the IHA elects not to purchase the property after that period has expired, it may do so but will technically be in breach of the PSA and will forfeit the deposit (\$17,400) to the seller pursuant to a liquidated damage clause, which means that the maximum liability for the breach is \$17,400.
- **Executive Director Authority:** The PSA provides authority for the Executive Director 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 Housing Authority Board approve the PSA and authorize Staff to engage Converse Consultants to conduct the due diligence, including a Phase I report and, if necessary, a Phase II report.

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

1. Do not approve the PSA.
2. Identify changes the Board wants to be made to the PSA and direct the IHA's legal counsel and staff to return with another draft.

Fiscal Impact:

The total cost for the Irwindale Housing Authority (IHA) to acquire 4846 Irwindale Avenue, Irwindale, CA property (\$580,000), escrow fees (\$3,000), and consultant fees (\$2,400) is \$585,400. The adoption of Resolution No. HA-2025-05-149 authorizes the Finance Director to: 1) transfer \$585,000 from IHA's Local Agency Investment Fund (LAIF) account to the Low-and Moderate-Income Housing Asset Fund (12), and 2) release this amount to Escrow for the acquisition only.

Attachments:

1. Resolution No. HA 2025-05-149
2. Purchase and Sale Agreement - Eggers (2005894.1)

RESOLUTION NO. HA 2025-05-149

**A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY APPROVING
THE ACQUISITION OF 4846 IRWINDALE AVENUE, IRWINDALE CA
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE PURCHASE
AND SALE AGREEMENT AND RELATED DOCUMENTS AND APPROVING
THE APPROPRIATION OF FUNDS FROM LOW-AND MODERATE-INCOME
HOUSING ASSET FUND (12)**

WHEREAS, the Irwindale Housing Authority (“Authority”) is established to provide suitable, safe and sanitary housing opportunities for Irwindale residents; and

WHEREAS, the Authority is required to utilize its Low and Moderate Income Housing Funds to facilitate the development of affordable housing to be made available to very low, low, and moderate income households; and

WHEREAS, in furtherance of this purpose, the Authority identified a vacant residential property located on 4846 Irwindale Avenue in Irwindale (“Property”) which, due to its location on a major City thoroughfare and close proximity to the City’s Civic Center could be better utilized for the development of affordable housing; and

WHEREAS, Authority staff negotiated a Purchase and Sale Agreement with the property owner for the sale of the Property to the Authority for \$580,000 based on a September 17, 2024 appraisal report, which valued the Property at \$580,000; and

WHEREAS, the Authority desires to purchase the Property in the amount of \$585,400 (\$580,000 (property including \$17,400 initial deposit) + \$3,000 (escrow fees) + \$2,400 (consultant fees)) for the purposes of developing the Property into affordable housing to be made available to very low, low, and moderate income households; and

WHEREAS, the Authority desires to engage Converse Consultants, a third party expert, for \$2,400 for Phase I report, and if applicable, Phase II report, and any other due diligence work needed as reasonably determined by Staff; and

WHEREAS, the Authority has sufficient funds to acquire the Property including escrow fees, engage the services of the Consultant, and authorizes the Finance Director to transfer \$585,000 from Authority’s funds in Local Agency Investment Fund (LAIF) account to Low Mod Housing Asset Fund No. 12, amend Authority’s fiscal year 2024-2025 adopted budget by appropriating these costs into proper accounts, and transfer the money to escrow for the acquisition.

NOW, THEREFORE, THE BOARD OF THE IRWINDALE HOUSING AUTHORITY DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, attached hereto as Exhibit “A” is hereby approved and the Executive Director is authorized and directed to execute all documents pertinent and necessary to acquire the Property subject to approval as to form by the Authority Counsel.

SECTION 2. The Board of the Authority authorizes the Executive Director to retain Converse Consultants for \$2,400 to conduct due diligence on the Property, including a Phase I and Phase II report, if necessary, and any other additional due diligence work needed as reasonably determined by Staff.

SECTION 3. The Board of the Authority hereby authorizes Finance Director to transfer \$585,000 (\$580,000 (property including \$17,400 initial deposit) + \$3,000 (escrow fees) + \$2,400 (consultant fees)) from Authority’s Local Agency Investment Fund (LAIF) account to Low And Moderate Income Housing Asset Fund (12), amend Authority’s fiscal year 2024-2025 adopted budget by appropriating these costs into proper accounts, and transfer the money to escrow for the acquisition.

SECTION 4. The Authority Assistant Secretary shall certify to the passage and adoption of this Resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 11th day of June 2024.

Larry G. Burrola, Chair

ATTEST:

Laura M. Nieto, CMC
Authority Assistant Secretary

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

I, Laura M. Nieto, Assistant Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Resolution No. HA 2025-05-149 was adopted at a special meeting of the Housing Authority held on June 11, 2025, by the following vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

Laura M. Nieto, CMC
Authority Assistant Secretary

**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 IRWINDALE HOUSING AUTHORITY, a public entity ("**Buyer**") and LINDA EGGERS, TRUSTEE OF THE LINDA EGGERS 2004 LIVING TRUST DATED JANUARY 13, 2004 ("**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 4846 Irwindale in the City of Irwindale, County of Los Angeles State of California (APN No. 8417-033-092) 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, including any relocation expenses, if applicable.

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 (\$580,000) ("**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 Four Hundred Dollars (\$17,400) 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 ten (10) days after Buyer has provided the Buyer's Due Diligence Approval Notice (pursuant to Section 7), but no later than sixty (60) 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 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 three (3) 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 three (3) 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 three (3) 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 three (3) 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 three (3) 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 forty-five (45) 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. In the event that Buyer obtains a Phase I environmental report which recommends that a Phase II environmental report be obtained, the Due Diligence Period will be extended until ten (10) days after the Phase II environmental report is delivered to Buyer. Buyer shall provide a copy of the Phase I environmental report to Seller and thereafter promptly order the Phase II environmental report.

7.7 Right to Enter. Commencing upon Opening of Escrow, Seller grants Buyer, its agents and employees at Buyer's sole cost and expense, a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, environmental testing and inspections, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, inspections, investigations and tests shall be done at Buyer's sole cost and expense. Prior to entry onto the Property, Buyer shall (i) provide Seller twenty-four (24) hours prior written notice where reasonable under the circumstances; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (v) maintain an all-risk public liability insurance policy in a form reasonably acceptable to Seller, written on a per occurrence combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury, personal injury and property liability, which insurance names Seller as additional insured, and shall be in force during the term of this Agreement and so long thereafter as necessary to cover any claims of damages suffered by persons or property resulting from any acts or omissions of Buyer, Buyer's employees, agents, contractors, suppliers, consultants or other related parties; and (vi) return the Property to substantially its original condition following Buyer's entry. 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.

Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Seller may suffer or incur as a consequence of Buyer's exercise of the license granted pursuant to this Section 7.7 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by Buyer of

any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Seller. Buyer's obligations under this Section 7.7 shall survive termination of this Agreement.

7.8 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, 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 ("**Buyer's Charges**"). 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. Buyer and Seller each represent to the other party that it is not represented by a broker. 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. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF DAMAGES SHALL NOT APPLY TO ANY DEFAULT OR OBLIGATION OF BUYER UNDER UNDER ANY INDEMNITY IN THIS AGREEMENT.

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: Linda Eggers, Trustee
2738 San Dimas Canyon Road
La Verne, CA 91750

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

With a Copy to: Aleshire & Wynder, LLP
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:

LINDA EGGERS, TRUSTEE OF THE LINDA
EGGERS 2004 LIVING TRUST DATED
JANUARY 13, 2004

ESCROW HOLDER:

Accepted and agreed to:

FIDELITY NATIONAL TITLE
INSURANCE COMPANY

By: _____

BUYER:

IRWINDALE HOUSING AUTHORITY, a public
entity

By: _____
Julian Miranda, Executive Director

_____, 2025

ATTEST:

Laura Nieto, Secretary

APPROVED AS TO FORM:

Mary Lou Adame, Escrow Officer

Dated: _____, 2025

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra, Legal Counsel

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:

PARCEL 1 OF PARCEL MAP NO. 67727 IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 362 PAGES 21 AND 22 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXHIBIT B
GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Irwindale Housing Authority
5050 N Irwindale Avenue
Irwindale, CA 91706
Attention: City Clerk

APN 8417-033-092

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, LINDA EGGERS, TRUSTEE OF THE LINDA EGGERS 2004 LIVING TRUST DATED JANUARY 13, 2004 ("**Grantor**"), hereby grants to the IRWINDALE HOUSING AUTHORITY, a public entity ("**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__

LINDA EGGERS, TRUSTEE OF THE LINDA EGGERS
2004 LIVING TRUST DATED JANUARY 13, 2004

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Grant Deed executed by LINDA EGGERS, TRUSTEE OF THE LINDA EGGERS 2004 LIVING TRUST DATED JANUARY 13, 2004 to the IRWINDALE HOUSING AUTHORITY, a public entity ("**Authority**"), is hereby accepted by the undersigned officer and agent of the Authority and the Authority consents to the recording of the Grant Deed.

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

GRANTEE

IRWINDALE HOUSING AUTHORITY, a public
entity

By: _____
Not to be executed until closing
Julian Miranda, Executive Director

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:

PARCEL 1 OF PARCEL MAP NO. 67727 IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 362 PAGES 21 AND 22 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

Notary Public

Page 241 of 249

The Irwindale **RECLAMATION AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

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

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Theresa Olivares, Assistant Executive Director; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION A motion was made by Board Member Breceda, seconded by Vice Chair Ortiz, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 39A
MINUTES OF THE
REGULAR MEETING
HELD DECEMBER 11,
2024 **MINUTES OF THE REGULAR MEETING HELD DECEMBER 11,**
2024
The minutes of the regular meeting held December 11, 2024, were approved as presented.

ITEM NO. 39B
INVESTMENT
QUARTERLY REPORT
FOR FISCAL QUARTER
ENDING 12/31/24 **INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER**
ENDING DECEMBER 31, 2024
The Investment Quarterly Report for the fiscal quarter ending December 31, 2024, was received and filed.

ITEM NO. 39C
2025 1ST QUARTER
MINING REPORT OF
NINE (9) SMARA PITS **2025 1ST QUARTER MINING REPORT OF NINE (9) SMARA PITS**
The 2025 1st Quarter Mining Report of nine SMARA pits was received and filed.

ITEM NO. 39D
AWARD
PROFESSIONAL
SERVICES CONTRACT
FOR ANNUAL AUDIT
SERVICES **AWARD PROFESSIONAL SERVICES CONTRACT FOR ANNUAL**
AUDIT SERVICES
The extension of the existing contract with LSL, LLP to provide annual audit services for five additional years was approved.

END OF CONSENT CALENDAR

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

NEW BUSINESS

ITEM NO. 41A
ANNUAL
COMPREHENSIVE
FINANCIAL REPORT
FOR THE FY ENDED
JUNE 30, 2024

ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE
FISCAL YEAR ENDED JUNE 30, 2024

The Annual Comprehensive Financial Report and Supplemental
Audit Letters for the Fiscal Year ended June 30, 2024, was received

DIRECTOR BORHANI

Director Borhani introduced Ryan Domino with Lance, Soll, and
Lunghard, LLP, who made a PowerPoint presentation.

MOTION

A motion was made by Vice Chair Ortiz, seconded by Board Member
Breceda, to receive and file the Annual Comprehensive Financial
Report and Supplemental Audit Letters for the Fiscal Year ended June
30, 2024. The motion was unanimously approved.

ADJOURNMENT

There being no further business to conduct, the meeting was
adjourned at 7:57 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

Item #40.B.

City of
IRWINDALE
AGENDA REPORT

Date: June 11, 2025
To: Honorable Mayor and Members of the Reclamation Authority Board
From: Julian A. Miranda, Executive Director
Issue: 2025 2nd Quarter Mining Report of Nine (9) SMARA Pits

City Manager's Recommendation:

Receive and file this report.

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering/Building
Official



Prepared by:

Francisco Carrillo, Construction Compliance
Manager



Reviewed by:

Adrian R. Guerra, City Attorney

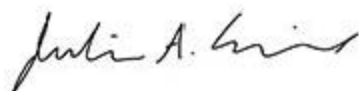


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, Executive Director



Background and Analysis:

The table below summarizes the 2025 second quarter estimated mining production of five (5) pits governed by the Surface Mining and Reclamation Act of 1975 (SMARA Pits) currently conducting mining activity in the City.

Mine Site	Estimated Production March 2025 through May 2025 (Tons)	Estimated Remaining Reserve (Tons)
Lehigh Hanson Pit	371,440	48,120,777
Peck Road Gravel Pit	No Production	93,000
Vulcan Reliance I	No Production	21,111,988
Vulcan Durbin	650,000	25,728,328
Olive Pit	433,369	24,420,983

A total of approximately *1,454,809 tons* of material were produced during the reporting period, March 2025 through May 2025, from the five (5) SMARA Pits listed above. This is approximately *302,096 tons more* than reported in the previous quarter.

Below is a summary of the second quarter and current activity of the remaining four (4) SMARA Pits in the City.

Mine Site	Status	Activity
United Pit No. 2	Under Reclamation	Fill Operations for Mine Reclamation
United Pit No. 3	Under Reclamation	Fill and Operations Plan (FOP) Westerly Slope Remediation
United Pit No. 4	Active	Processing Plant
Azusa Western Pit	Idle (IMP)	Inactive

During the 2025 second quarter reporting period, reclamation activity was reported from four (4) SMARA Pits. Following is a summary of the reclamation activity at these four SMARA Pits:

Mine Site	Estimated Fill Placed December 2024 through February 2025 (C.Y.)
Lehigh Hanson Pit	No fill placed this quarter
United Pit No. 2	561,885.33

United Pit No. 3	55,370.00
Vulcan Durbin Pit	105,000.00

As to the status of the city-owned Olive Pit, CA Mine ID # 91-19-0052:

The traffic signal project at the intersection of Azusa Canyon Road and Los Angeles Street remains in the design phase. City staff continue to coordinate with the City of West Covina regarding the necessary easement acquisition at the southeast corner of the intersection, as well as with the business owner at the east leg of the intersection for their portion of the easement.

City Managers from both Irwindale and West Covina are actively involved in facilitating the easement acquisition process on behalf of West Covina. Completion of the design is contingent upon securing these easements, and cannot proceed until the acquisitions are finalized.

Fiscal Impact:

None

Attachments:

None

City of
IRWINDALE
AGENDA REPORT

Date: June 11, 2025

To: Honorable Chair and Members of the Reclamation Authority Board

From: Julian A. Miranda, Executive Director

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

City Manager's Recommendation:

That the Reclamation Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending March 31, 2025.

Administrative Action:

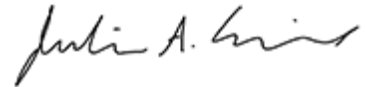
Prepared, Submitted and Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, Executive Director



Background and Analysis:

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

The City's Investment Policy applies to all funds held by the City, Housing Authority, Successor Agency, and Reclamation Authority. The Reclamation Authority's funds are included in the City's cash and investment balances. The Investment Report for the quarter ending March 31, 2025, was presented to the City Council, Housing Authority, and Successor Agency Board on April 23, 2025. The Reclamation Authority Board was not scheduled to meet on that date, and therefore it is appropriate to present the same Quarterly Investment Report to the Reclamation Authority during their next regularly scheduled meeting.

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

Fiscal Impact:

There is no fiscal impact to receive and file this report.

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%			\$ 20,081,146	
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	06/30/25	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	4.81%	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	1,000,000	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	985,303	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	AA/AA+
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	957,237	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	3.70%	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%	09/15/26	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
BANK HAPOLIM BM NY	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
SAUK 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