

CITY OF IRWINDALE

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



NOTICE AND AGENDA FOR THE SPECIAL MEETING OF THE CITY COUNCIL

SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

October 6, 2025

SPECIAL MEETING – 6:00 p.m.

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. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **ROLL CALL:** Councilmembers: Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia; Mayor Pro Tem H. Manuel Ortiz, Mayor Larry G. Burrola
5. **AB 2449 DISCLOSURES**
Remote participation by a member of the legislative body for just cause or emergency circumstances
6. **CHANGES TO THE AGENDA**
7. **COUNCIL MEMBER TRAVEL REPORTS**
8. **COUNCILMEMBER COMMENTS**
9. **INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
 - A. Introduction of Maintenance Worker II Gary Strobehn
10. **PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**
 - A. Athens Services Presentation on the Proposed Commercial and Multifamily 3-Stream Program Transition
11. **CONSENT CALENDAR**
 - A. Minutes of the Meetings Held June 11, 2025
Department: City Clerk
Recommendation: Approve
 - B. Warrants / Demands / Payroll
Department: Finance
Recommendation: Approve.
 - C. Waive Formal Bidding Procedures and Approve Purchase of Server and Storage Infrastructure and Services for the Virtualization of City Data Through Cooperative Purchasing Arrangement
Department: Administration

Recommendation: Adopt **Resolution No. 2025-95-3683**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INTELLI-TECH FOR THE PURCHASE OF VIRTUALIZATION OF CITY SERVERS AND STORAGE INFRASTRUCTURE AND SERVICES."

12. SPONTANEOUS COMMUNICATIONS

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

13. NEW BUSINESS

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

A. Letter of Intent - Energy Services Audit

Department: Administration

Recommendation: That the City Council approve, subject to approval as to form by the City Attorney, to enter into a Non-Binding Letter of Intent (LOI) for CIOproUSA-GreenRock-Syserco (SES) for City of Irwindale Energy Services Agreement per California Government Code § 4217 and Notice to Proceed with NO COST Investment Grade Audit, and authorize the City Manager to execute LOI.

14. PUBLIC HEARINGS

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

A. 1st Reading of Billboard Ordinance No. 799

Department: Community Development

Recommendation: **Direct the City Attorney to read the title of the ordinance, waive further reading of the ordinance, and introduce for first reading Ordinance No. 799, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTER 17.20 ("BILLBOARDS") OF TITLE 17 ("ZONING") OF THE CITY OF IRWINDALE MUNICIPAL CODE REGARDING NEW AND CONVERTED DIGITAL DISPLAYS OF OUTDOOR ADVERTISING STRUCTURES AFFECTING PROPERTIES CITYWIDE AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3)".**

15. CITY MANAGER'S REPORT

16. 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.

17. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY

18. AB 2449 DISCLOSURES

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

19. CONSENT CALENDAR**A. Minutes of the Meeting Held June 11, 2025**

Department: City Clerk

Recommendation: Approve

20. SPONTANEOUS COMMUNICATIONS

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

21. NEW BUSINESS

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

22. PUBLIC HEARINGS

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

23. ADJOURN

HOUSING AUTHORITY

24. AB 2449 DISCLOSURES

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

25. NEW BUSINESS

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

A. Amended and Restated Global Subordination Policy

Department: Administration

Recommendation: Consider adoption of Amended and Restated Global Subordination Policy.

26. CONSENT CALENDAR**A. Minutes of the Meeting Held June 11, 2025**

Department: City Clerk

Recommendation: Approve

B. Consideration of Consent to Assignment and Assumption of Regulatory Agreement and Declaration of Covenants and Restrictions Between Doniell N. Strobehn and Luis J. Suarez and Doniell N. Strobehn and Pablo Gamez with respect to 4811 Baca Avenue and Related Loan Documents; and Consideration of Approval of Request for Subordination of Affordable Housing

Home Purchase Loan Regarding 4811 Baca Avenue***Department: Administration***

Recommendation: 1) Approve and consent to the Assignment and Assumption Agreement between Doniell N. Strobehn and Luis J. Suarez, wife and ex-husband, and Doniell N. Strobehn and Pablo Gamez, wife and husband; and 2) Approve the Subordination Agreement between Irwindale Housing Authority and Doniell N. Strobehn and Pablo Gamez; and 3) Authorize the Executive Director to execute the Assignment and Assumption Agreement and Subordination Agreement.

C. Irwindale Housing Authority Annual Report for Fiscal Year (FY) 2024-2025***Department: Administration***

Recommendation: Receive and file the FY 2024-2025 Irwindale Housing Authority Annual Report and direct that such report be filed with the City of Irwindale City Clerk's office and the Department of Housing and Community Development.

27. SPONTANEOUS COMMUNICATIONS

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

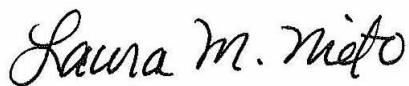
28. PUBLIC HEARINGS

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

29. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the special meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency and Housing Authority, to be held on October 6, 2025, be posted at the City Hall, Library, and Post Office on **October 2, 2025**.



Laura M. Nieto, MMC
Chief Deputy City Clerk

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

**JUNE 11, 2025
WEDNESDAY
5:30 P.M.**

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

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

Absent: Councilmember Albert F. Ambriz

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

AB 2449 DISCLOSURES None.

**SPONTANEOUS
COMMUNICATIONS** There were no speakers.

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

Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation (Pursuant to Government Code Section 54954.5, 54956.9(d)(4))

Number of Cases: One

ACTION: Update provided, direction provided to staff; no reportable action taken.

**RECONVENE IN
OPEN SESSION** At 6:15 p.m., the City Council reconvened in Open Session.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 6:15 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

ROLL CALL:

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

Absent: Councilmember Albert F. Ambriz

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

**PLEDGE OF
ALLEGIANCE**

The Pledge of Allegiance was conducted.

MAYOR BURROLA

Mayor Burrola introduced Senator Susan Rubio who offered her support to the City and its leadership.

AB 2449 DISCLOSURES None.

**CHANGES TO THE
AGENDA**

CITY MANAGER
MIRANDA

City Manager Miranda noted that Council agenda Item Nos. 20E, 23A, and Housing Authority Item No. 34A will be continued to the meeting of June 25 due to a lack of quorum on those items tonight.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

**COUNCILMEMBER
COMMENTS**

MAYOR PRO TEM
ORTIZ

Mayor Pro Tem Ortiz reported that he has received several calls and messages from people in the community who have observed Immigration and Customs Enforcement ("ICE") agents at local grocery stores, workplaces, and have even set up roadblocks within the City. He stated that ICE agents are not only targeting criminals, but they are also creating chaos within communities. He condemned the actions of ICE agents and assured the community that the Irwindale Police Department would not assist ICE in their work.

COUNCILMEMBER
BRECEDA

Councilmember Breceda agreed with Mayor Pro Tem Ortiz and joined in condemning recent ICE actions and stated that he was glad that Irwindale Police would not be assisting them.

MAYOR BURROLA Mayor Burrola urged everyone to be cautious and aware of recent events and encouraged everyone to take action to remain safe while driving.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

None.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

ITEM NO. 19A
PROCLAMATION
PROCLAIMING PRIDE
MONTH IN THE CITY
OF IRWINDALE

PROCLAMATION PROCLAIMING PRIDE MONTH IN THE CITY OF IRWINDALE

The proclamation was made.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Ortiz, seconded by Councilmember Garcia, to approve the Consent Calendar, with the exception of Item Nos. 20D, which was removed for separate consideration, and Item No. 20E, which was continued to the June 25 meeting. The motion was unanimously approved; Councilmember Ambriz absent.

ITEM NO. 20A
WARRANTS / DEMANDS
/ PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 20B
REQUEST TO
CONDUCT FIREWORKS
SALES – JOSEPH
“PEPE” MIRANDA
SPORTS
SCHOLARSHIP &
GRANT FOUNDATION;
COLUMBUS CLUB –
KNIGHTS OF
COLUMBUS #5650; AND
IRWINDALE SISTER
CITY ASSOC.

REQUEST TO CONDUCT FIREWORKS SALES – JOSEPH “PEPE” MIRANDA SPORTS SCHOLARSHIP & GRANT FOUNDATION; COLUMBUS CLUB – KNIGHTS OF COLUMBUS #5650; AND IRWINDALE SISTER CITY ASSOCIATION

The requests of the following non-profit organizations / corporations / associations that meet the criteria established by the Irwindale Municipal code to conduct fireworks sales were approved; 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 Assoc.

ITEM NO. 20C
INVESTMENT POLICY
REVIEW AND
DELEGATION OF THE
INVESTMENT

INVESTMENT POLICY REVIEW AND DELEGATION OF THE INVESTMENT AUTHORITY (Joint Item with Successor Agency, Housing Authority, and Reclamation Authority)

AUTHORITY

RESOLUTION NO.
2025-43-3631
ADOPTED

Joint Resolution No. 2025-43-3631, 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 RESOLUTIONS 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,” was adopted.

ITEM NO. 20E
AWARD OF CONTRACT
FOR CONSTRUCTION
OF THE FY 24/25
PAVEMENT
REHABILITATION
PROJECT

AWARD OF CONTRACT FOR CONSTRUCTION OF THE FY 24/25
PAVEMENT REHABILITATION PROJECT

This matter was continued to the June 25 meeting.

END OF CONSENT CALENDAR

ITEM NO. 20D
IRWINDALE CHAMBER
OF COMMERCE
SERVICES AGMT.

IRWINDALE CHAMBER OF COMMERCE SERVICES
AGREEMENT

COUNCILMEMBER
BRECEDA

Councilmember Breceda declared a potential conflict of interest with this item and exited the Council Chambers at 6:29 p.m.

ASSISTANT TO THE
CITY MANAGER ESPINO

Assistant to the City Manager Espino presented the staff report.

LILY PHAN

Lily Phan, Executive Director of the Irwindale Chamber of Commerce, made a PowerPoint presentation.

MAYOR PRO TEM
ORTIZ

Mayor Pro Tem Ortiz asked about the program that Mrs. Phan mentioned where local youth would work at various workplaces within the City, to which Mrs. Phan indicated that the program is being prepared and should begin in the fall.

BOARD PRESIDENT
HILLGREN

Irwindale Chamber of Commerce Board President Steven Hillgren advised that the intent of the Career Day series is for local businesses to host youth from Irwindale. The Chamber has asked that the Irwindale Community Foundation assist in marketing the opportunity.

MAYOR BURROLA Mayor Burrola asked about food that is provided at Chamber functions, to which Mrs. Phan indicated that sometimes Chamber members will offer food at a discount, but most times the food purchases are made with the Chamber's budget.

Mayor Burrola stated that he felt that approving \$30,000 for the Chamber is adequate.

MAYOR PRO TEM Mayor Pro Tem Ortiz agreed with Mayor Burrola.

MOTION A motion was made by Mayor Pro Tem Ortiz, seconded by Councilmember Garcia, to 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.

SUZANNE GOMEZ Suzanne Gomez stated that she felt that the Irwindale Chamber of Commerce does an excellent job.

FRED BARBOSA Fred Barbos spoke against authorizing \$30,000 out of the \$45,000 that the Chamber has requested.

ROLL CALL The above-mentioned motion was unanimously approved with Councilmembers Ambriz and Breceda absent.

COUNCILMEMBER BRECEDA Councilmember Breceda returned to the Council Chambers at 6:47 p.m.

**SPONTANEOUS
COMMUNICATIONS**

PABLO GAMEZ Pablo Gamez stated that the City prides itself on the benefits and services it provides, even if they only benefit a few, and asked why the City would ban RV and trailer parking on city streets. He referred to a comment that was made concerning safety on Calle del Sur but stated that it is not a through street and that the speed limit is set at 25 mph, and questioned why the concern was brought up by someone that does not live on that street. He requested that the City grant a fee-free parking permit for residents.

ROBERT ESCOVEDO Robert Escovedo noted that he lives on Morada Street and that nobody from his street requested a parking lot. Rather, it was built by Panattoni for the City at its sole expense.

GINA MIRANDA Gina Miranda suggested perhaps implementing an RV-parking permit program where residents could purchase permits at a reasonable rate.

ANONYMOUS An anonymous individual stated his belief that an RV-parking permit system would eliminate the issue with homeless individuals parking their RV's at the park. He also requested to see a report on the number of accidents caused by RV's/trailers being parked on the street. He then asked whether the City would assist residents in modifying their homes in order to accommodate RV/trailer parking on their lots.

FRED BARBOSA Fred Barbosa thanked the Council for standing up for immigrants against ICE activities and questioned why Irwindale is not identified as a sanctuary city.

LINDA STROBEHN Linda Strobehn asked whether residents would be informed on any actions taken by the Council regarding RV's, to which City Manager Miranda noted that the Council would discuss the matter at future meetings.

NEW BUSINESS

ITEM NO. 22A UPDATE ON THE IRWINDALE COMMUNITY FOUNDATION
UPDATE ON THE ("ICF") CARSHOW FUNDRAISING EVENT
IRWINDALE
COMMUNITY
FOUNDATION
CARSHOW
FUNDRAISING
EVENT

ICF VICE CHAIR ICF Vice Chair Hillgren made a presentation on the forthcoming car
HILLGREN show.

COUNCILMEMBER Councilmember Garcia asked that insurance information for the event
GARCIA be presented to the Council. He stated that a process should be
fleshed out should other organizations desire to hold their own car
shows.

MAYOR BURROLA Responding to a question by Mayor Burrola, City Manager Miranda
advised that the ICF can likely obtain their own insurance that
identifies the City as additionally insured and stated that the
information that the Council is seeking would be provided to them.

Mayor Burrola also asked about the types of cars to be displayed at
the car show, to which ICF Vice Chair Hillgren stated his belief that
older, classic cars would be displayed.

Mayor Burrola stated that he was excited about the plans for the car
show and asked City Manager Miranda to see to it that the event runs
smoothly and safely.

COUNCILMEMBER BRECEDA	Councilmember Breceda noted a previous car show that was held at the Irwindale Speedway which included assistance from the Azusa and Baldwin Park Police Departments, though many issues caused by the large crowd were experienced in the surrounding streets after the event ended, to which Mr. Hillgren indicated that a security plan would need to be prepared.
COUNCILMEMBER GARCIA	Councilmember Garcia stated that some individuals attempt street takeovers after car shows, and as such, a plan needs to be developed to prevent that from happening at this car show.
MAYOR BURROLA	Responding to a question by Mayor Burrola, Mr. Hillgren stated that the intent is to make this car show a family-friendly, Irwindale-specific event, and stated that the ICF will make sure to ensure safety.
CARMEN ROMAN	Carmen Roman expressed her disappointment in what she perceived to be a lack of enthusiasm for the car show by some members of the Council, and stated that she was excited for it to take place. She also commended the ICF Board for working hard to try to raise funds for the community.
FRED BARBOSA	Fred Barbosa suggested having a strong police presence during the event and mentioned the possibility of raffling off impounded cars.
CITY MANAGER MIRANDA	City Manager Miranda thanked the Council and stated that additional information would be presented at the meeting of June 25.
<u>ITEM NO. 22B</u> DISCUSSION REGARDING A POTENTIAL RETAIL CORRIDOR STUDY FOR ARROW HWY	DISCUSSION REGARDING A POTENTIAL RETAIL CORRIDOR STUDY FOR ARROW HIGHWAY
CITY ATTORNEY GUERRA	City Attorney Guerra advised that a study of the subject area would not create conflicts of interest for the Councilmembers.
ASSISTANT TO THE CITY MANAGER ESPINO	Assistant to the City Manager Espino presented the report.
MAYOR PRO TEM ORTIZ	Responding to a question from Mayor Pro Tem Ortiz, Assistant to the City Manager Espino advised that the study could include any section of Arrow Highway that the Council chooses. Mayor Pro Tem Ortiz suggested that the consultant study any areas of the street that have potential, including those with vacant properties, to which Assistant to the City Manager Espino indicated that the consultant could study both existing and vacant businesses.

COUNCILMEMBER GARCIA	Councilmember Garcia suggested looking into Arrow Highway, near Michael's through to Allen Drive, and noted that many of the facilities along this area are up for sale. He stated that some type of retail component may be appropriate for this area. He added that the center medians may also benefit from a revitalization. He also suggested widening Allen Drive and placing a signal at the corner of Allen and Ayon. He then suggested analyzing Arrow from Vincent to Lower Azusa Canyon Road and on Irwindale from Arrow to Gladstone.
MAYOR BURROLA	Mayor Burrola asked whether any development proposals had been received for the property to the south of the Starbucks. He noted that this area is retail and asked about developing similar types of businesses along the south side of the street to be developed all the way to the Arco Gas Station. He then suggested that the consultant analyze Arrow Highway from Azusa Canyon Road through Irwindale Avenue.
ROBERT MORAGO	Robert Morago stated that home values would increase for the properties along Allen Drive if the pit were to be filled. He also asked about constructing retail housing units, where the retail portion is located on the bottom and housing on top, and stated that this may be a good option to place near the train station.
SUZANNE GOMEZ	Suzanne Gomez suggested analyzing the entire corridor and requested that the City's traditional architectural design be used.
FRED BARBOSA	Fred Barbosa suggested purchasing the site of the Irwindale Auto Electric business since the owner is looking to sell it.
COUNCILMEMBER GARCIA	Councilmember Garcia preferred studying Irwindale Avenue from Arrow Highway to Gladstone.
MAYOR BURROLA	Mayor Burrola preferred studying Arrow Highway between Azusa Canyon Road and Irwindale Avenue, and from Irwindale Avenue to Vincent.
MAYOR PRO TEM ORTIZ	Mayor Pro Tem Ortiz suggested that the consultant analyze both Arrow from Azusa Canyon Road to Vincent and Irwindale Avenue from Arrow to Gladstone.
MAYOR BURROLA	Responding to a comment by Mayor Burrola, Assistant to the City Manager Espino noted that the analysis would be prepared to draft a long-term vision for the corridors.
MOTION	A motion was made by Mayor Pro Tem Ortiz, seconded by Mayor Burrola, to direct staff to direct the Council's suggestions to the consultant and for the consultant to provide suggestions. The motion was unanimously approved; Councilmember Ambriz absent.

PUBLIC HEARINGS

<u>ITEM NO. 23A</u> PUBLIC HEARING FOR IRWINDALE BUSINESS CENTER SEWER AND STREET LIGHTING MAINTENANCE ASSESSMENT DISTRICTS	PUBLIC HEARING FOR IRWINDALE BUSINESS CENTER SEWER AND STREET LIGHTING MAINTENANCE ASSESSMENT DISTRICTS This matter was tabled to the meeting of June 25, 2025.
<u>ITEM NO. 23B</u> ADOPTION OF THE FY 25/26 BUDGET AND ESTABLISHING THE APPROPRIATIONS LIMIT FOR FY 25/26	ADOPTION OF THE FISCAL YEAR 2025-2026 BUDGET AND ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-2026
DIRECTOR BORHANI	Director Borhani presented the staff report. He also discussed the Finance Department's request to reclassify a Finance Technician position to Finance Analyst, and answered a question from Fred Barbosa from the previous Council meeting regarding CalPERS and CalPERS rates as well as a question from Mayor Burrola by advising that sewer maintenance costs need to be covered through General Fund money.
RECESS	The Council took a short recess at 8:09 p.m.
RECONVENE	The Council reconvened at 8:15 p.m. with all members present.
DIRECTOR RODRIGUEZ	Director Rodriguez spoke on the Recreation Department's request for an increase in part-time hours and adding seasonal workers.
MAYOR BURROLA	As requested by Mayor Burrola, Director Rodriguez advised that seasonal worker positions would be marketed to teachers and teachers aide who could work during the summer when school is out, and stated that she hoped the positions would work 30 hours per week and, when children return to school, they would work approximately 10 hours per week.
MAYOR PRO TEM ORTIZ	Mayor Pro Tem Ortiz asked about hiring processes for the seasonal employees, to which Director Rodriguez advised that staff would target schools, school districts, and colleges, as well as advertising online and sending flyers to all resident households.
COUNCILMEMBER GARCIA	Councilmember Garcia asked whether the costs associated with the increased part-time hours would be appropriated from the General Fund, to which Director Borhani explained why the requests would not cause staff to request additional funding from the Council.

MAYOR BURROLA	Mayor Burrola opened the public hearing at 8:26 p.m.
DENA ZEPEDA	Dena Zepeda stated that she receives many complaints about the Recreation Department and questioned why staff did not submit budget requests earlier in the year.
LINDA MAREZ	Linda Marez noted that Recreation events and activities have finite resources and stated that those who really wish to participate in them will do what is necessary in order to register. She commended Recreation Manager Zepeda for her tremendous job in bringing about new programs.
MAYOR BURROLA	Mayor Burrola asked about funding for a sound system for the Red, White, and You yearly events, to which Director Rodriguez noted that the funding being requested is a yearly amount. The ICF previously funded the cost; however, they did not approve of funding this year and so staff must request funding from the Council. Responding to a question by Mayor Burrola, Director Rodriguez described the new Teen Club Game Room and advised that the Lions Club donated some funding toward it, so they will be present at the room's Grand Reopening on June 18.
COUNCILMEMBER GARCIA	Councilmember Garcia asked whether the Game Room would have functioning monitors, to which Director Rodriguez advised that it contains all new game systems which were purchased using ARPA funds. Councilmember Garcia also asked about the weight and cardio rooms, to which Director Rodriguez advised that the weight room needs attention and that staff is looking into it now.
ORDINANCE NO. 798 INTRODUCED FOR FIRST READING	Ordinance No. 798, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026", was introduced for first reading, reading by title only and waiving further reading thereof, and
RESOLUTION NO. 2025-45-3633 ADOPTED	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," was adopted, on the motion of Councilmember Breceda, seconded by Mayor Burrola, and unanimously approved; Councilmember Ambriz absent.

ITEM NO. 23B
SITE PLAN AND
DESIGN REVIEW NO.
01-2025 5257 VINCENT
AVENUE

SITE PLAN AND DESIGN REVIEW (DA) NO. 01-2025 5257
VINCENT AVENUE

ASSISTANT PLANNER
JARROD PALMER

Assistant Planner Jarrod Palmer presented the staff report.

OPEN
PUBLIC HEARING

Mayor Burrola opened the public hearing at 8:43 p.m.

DENA ZEPEDA

Dena Zepeda complained that Recreation Center staff has neglected preparing properly for summer activities.

DISCUSSION HELD

Discussion was held relative to the colors specified in the Design Guidelines.

CITY ATTORNEY
GUERRA

Responding to a question by City Attorney Guerra, Assistant Planner Palmer advised that the change that the applicant had accepted can be found in the Conditions of Approval in the resolution.

RESOLUTION NO.
2025-48-3636
ADOPTED

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,” was adopted on the motion of Councilmember Garcia, seconded by Councilmember Breceda, and unanimously approved; Councilmember Ambriz absent.

CITY MANAGER'S REPORT

CITY MANAGER
MIRANDA

City Manager Miranda presented the following report:

- 1) Excavation and grading began this week on second half of the building pad of the new library site. Grading operations are expected to continue through next week.
- 2) The Public Works Services department is hosting its 5th Annual Recycling Event on June 14.
- 3) Resident registrations are now open for an adult deep sea fishing

- trip scheduled for June 21.
- 4) He also reported on upcoming Senior Center activities.

**REQUESTS FOR
AGENDA ITEMS BY
CITY COUNCIL**

MAYOR PRO TEM
ORTIZ

Mayor Pro Tem Ortiz requested an update on the traffic signal to be set up at Los Angeles Street and Azusa Canyon Road, to which City Manager Miranda advised that an indemnification form and a maintenance agreement were sent to West Covina for review. Our staff is waiting for West Covina to place it on their Council agenda for approval.

MAYOR BURROLA

Mayor Burrola asked for a consultant to look into the feasibility of installing solar panels at City Hall, the Police Department, the Recreation Center, and the Senior Center and requested an update on the development of a housing project on Allen Drive, to which City Manager Miranda stated that staff would look into having a consultant research installing solar panels as requested, and noted that staff is working with the Council of Governments on a feasibility study for the former Dominguez site, and stated that staff would present updates on both issues at the next meeting.

DENA ZEPEDA

Dena Zepeda provided an update on the proposed car show and complained that Recreation staff did not request additional hours or seasonal help earlier in the year.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:00 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

September 2025

September 1 - 30, 2025



Number	Vendor Name	Date	Amount
WFB -78	CJPIA Excess Pool	9/8/2025	4,476.50
WFB -79	CJPIA Excess Pool	9/11/2025	42,000.00
WFB -80	Fidelity National Title Company	9/17/2025	564,410.00
ACH	US Bank	9/9/2025	38,089.09
		Report Total:	<u>648,975.59</u>

Accounts Payable

Checks by Date - Summary by Check Number

User: ccarlos
Printed: 10/1/2025 4:46 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
106288	AFFORD01	Affordable Generator Services, Inc.	09/18/2025	1,005.03
106289	GAME01	GameTime	09/18/2025	1,587.99
106290	ADAMPP	Professional Police Supply Inc	09/18/2025	2,859.33
106291	WESTCO05	West Coast Arborists, Inc.	09/18/2025	30,612.05
106292	AMAZON1	Amazon Capital Services, Inc.	09/18/2025	299.06
106293	AMBRIZ05	Albert Ambriz	09/18/2025	53.76
106294	AMERIC34	American Fidelity Assurance Co	09/18/2025	6,528.04
106295	ARIAS01	Michael Arias	09/18/2025	91.73
106296	AT&T06	AT & T	09/18/2025	1,726.06
106297	AT&T08	AT & T	09/18/2025	1,201.36
106298	CINGULAR	AT & T Mobility	09/18/2025	1,541.17
106299	AZUSALW	Azusa Light & Water	09/18/2025	1,166.28
106300	MIJACA	Balcon Holdings, Inc.	09/18/2025	133.00
106301	BENE02	Benefit Coordinator Corporation (BCC)	09/18/2025	3,273.85
106302	BENE01	Benefit Coordinators Corp	09/18/2025	17,554.30
106303	BURROL08	Larry Burrola	09/18/2025	634.33
106304	CALIFO02	California American Water	09/18/2025	459.50
106305	CALI12	California Consulting Inc.	09/18/2025	4,900.00
106306	CARDEN01	Rudy Cardenas	09/18/2025	150.00
106307	CHARTE01	Charter Communications	09/18/2025	500.86
106308	CONCE01	Concentra	09/18/2025	732.00
106309	DYNA01	Dynamic Planning, LLC	09/18/2025	15,838.86
106310	ESPINO10	Iris Espino	09/18/2025	872.34
106311	IRWIND21	Irwindale Hand Wash & Auto Detail	09/18/2025	979.68
106312	IRWIND02	Irwindale Police Officers Assoc.	09/18/2025	220.94
106313	KALI01	Kalico Office Furniture, LLC	09/18/2025	567.04
106314	MAINTE01	Maintex	09/18/2025	2,043.27
106315	MARI01	Mariachi Lindas Mexicanas Inc.	09/18/2025	2,100.00
106316	MARIPO	Mariposa Landscapes, Inc.	09/18/2025	9,196.00
106317	MOSS02	Mary Linda Moss	09/18/2025	250.00
106318	OPTUM01	OptumRx, Inc.	09/18/2025	57,086.70
106320	OSTERH01	Delfina Osterheim	09/18/2025	123.61
106321	RODA03	Jessica Rodas	09/18/2025	45.63
106322	RUGG02	Mary Dolores Ruggio	09/18/2025	1,200.00
106323	SCE02	Southern California Edison	09/18/2025	23,839.43
106324	STATE001	State Of California	09/18/2025	128.00
106325	TEXAS01	Texas Life Insurance Co.	09/18/2025	4,092.49
106326	VALLEY01	Valley County Water District	09/18/2025	4,000.00
106327	verduz01	Santiago Verduzco	09/18/2025	300.00
106328	verizonw	Verizon Wireless	09/18/2025	2,720.07
106329	CALIFO56	California State Disbursement Unit	09/22/2025	604.15
106330	CALIFO57	California State Disbursement Unit	09/22/2025	143.07
106331	CALIFO58	California State Disbursement Unit	09/22/2025	100.00
106332	CITY01	City of Hope	09/22/2025	17.00
106333	FRANC06	Franchise Tax Board	09/22/2025	6.22
106334	ICEA	Irwindale City Employee Assoc.	09/22/2025	923.00
106335	IMEA	Irwindale Mgmt Employee Assoc.	09/22/2025	580.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
106336	IRWIND02	Irwindale Police Officers Assoc.	09/22/2025	3,308.00
106337	LOSANG31	Los Angeles County Sheriff's Dept.	09/22/2025	305.77
106338	CITYOF18	City of Santa Fe Springs	09/25/2025	15,597.29
106339	HOMEDE	Home Depot Credit Services	09/25/2025	127.94
106340	JCB01	JCB Inc	09/25/2025	2,974.25
106341	JLLAI	Jones Lang LaSalle Americas, Inc.	09/25/2025	4,800.00
106342	mount01	MNRO Holdings, LLC	09/25/2025	67.73
106343	ARAM01	Vestis Services, LLC	09/25/2025	264.49
106344	ACPROS01	AC Pros, Inc.	09/25/2025	7,532.48
106345	AMERI02	American Business Bank	09/25/2025	44,705.93
106346	BARBOS04	Dolores Barbosa	09/25/2025	300.00
106347	BARRA01	Krystle Barraza	09/25/2025	200.00
106348	bene01	Benefit Coordinators Corp	09/25/2025	16,801.90
106349	BRECED04	Mark A. Breceda	09/25/2025	959.64
106350	BURGUA01	Rene Burguan	09/25/2025	5,000.00
106351	BURROL08	Larry Burrola	09/25/2025	65.02
106352	WOOD02	Nathaniel Burrola-Woodard	09/25/2025	75.00
106353	SANGAB11	California Newspapers Partnership	09/25/2025	6,335.17
106354	CINTAS	Cintas Corporation #693	09/25/2025	157.37
106355	CONCE01	Concentra	09/25/2025	244.00
106356	CORNEJOD	Diego Cornejo	09/25/2025	265.78
106357	PMIDEN	Delta Dental Insurance Company	09/25/2025	703.39
106358	DELUNA01	Omary DeLuna	09/25/2025	75.00
106359	ESCOVE	Robert Escovedo Sr.	09/25/2025	300.00
106360	FLORE10	Anabel Flores	09/25/2025	75.00
106361	GARDEN	Garden View	09/25/2025	193.81
106362	GONZ25	Victoria Gonzalez	09/25/2025	40.00
106363	HOMEDE	Home Depot Credit Services	09/25/2025	2,343.66
106364	IRWIND21	Irwindale Hand Wash & Auto Detail	09/25/2025	627.81
106365	mendi01	Sophia Mendieta	09/25/2025	75.00
106368	RANCHO01	Rancho Duarte Florist	09/25/2025	75.00
106369	ROBERT10	RC Construction Service Inc. Robert Clapp	09/25/2025	849,412.59
106370	SCFUELS	SC Fuels	09/25/2025	14,759.51
106371	TAPIA04	Janell Tapia	09/25/2025	75.00
106372	TRAN01	Transtech Engineers, Inc.	09/25/2025	35,703.57
106373	VILLA10	Oscar Guillermo Villa	09/25/2025	2,100.00
106374	VISION01	Vision Service Plan - (CA)	09/25/2025	1,902.81
106375	WALLS01	Shelley Walls	09/25/2025	75.00
106376	WOLL02	Susan Margaret Woolley	09/25/2025	11,879.25
106377	ORTIZH	H. Manuel Ortiz	09/25/2025	93.86
106378	ORTIZH	H. Manuel Ortiz	09/25/2025	344.05
106379	ALCOTA	Alco Target Co	10/06/2025	38.68
106380	BAKER01	Baker & Taylor Books	10/06/2025	109.70
106381	BAKER10	Bakers Man Production	10/06/2025	660.00
106382	BARNEY	Barney's Locksmith Service	10/06/2025	60.19
106383	BMI01	BMI	10/06/2025	446.00
106384	BRITEW	BriteWorks, Inc.	10/06/2025	12,847.12
106385	BURRO01	Burro Canyon Ent. Inc.	10/06/2025	920.00
106386	CDW01	CDW Government	10/06/2025	2,527.05
106387	CHANDL	Chandler's Air Conditioning &	10/06/2025	6,280.33
106388	CINTAS	Cintas Corporation #693	10/06/2025	276.28
106389	COLLEY01	Colley Auto Cars, Inc.	10/06/2025	1,229.00
106390	CONVER	Converse Consultants, Inc.	10/06/2025	4,424.00
106391	DEPTOF02	County of LA Dept of Animal Care & Cont	10/06/2025	31,055.86
106392	CPG01	CPG Event Rentals LLC	10/06/2025	1,469.30
106393	EWINGI	Ewing Irrigation Products, Inc.	10/06/2025	151.57
106394	FCG01	FCG Consultants Inc.	10/06/2025	19,900.32

Check No	Vendor No	Vendor Name	Check Date	Check Amount
106395	FOOTH01	Foothill Communications, Inc.	10/06/2025	69.15
106396	HASA01	Hasa Inc.	10/06/2025	263.47
106397	JCB01	JCB Inc	10/06/2025	84.52
106398	JOEAGO	Joe A. Gonsalves & Son	10/06/2025	2,375.00
106399	JOHNNY02	Johnny's Pool Service	10/06/2025	48.60
106400	KASEYA01	Kaseya US LLC	10/06/2025	3,446.36
106401	LANDSC	Landscape Warehouse III Inc.	10/06/2025	1,253.81
106402	LAWN01	Lawn Mower Corner West Covina	10/06/2025	295.11
106403	LSA01	LSA Associates, Inc.	10/06/2025	19,110.00
106404	MAINTE01	Maintex	10/06/2025	212.11
106405	MIDAS	Manuel C Muratalla	10/06/2025	1,513.24
106406	MMASC	MMASC	10/06/2025	125.00
106407	OFFICE03	ODP Business Solutions, LLC	10/06/2025	829.58
106408	PAYN01	Payne Pest Management, Inc.	10/06/2025	288.00
106409	PROPRINT	Pro Printing, Inc.	10/06/2025	112.97
106410	PROFOR01	ProForce Law Enforcement	10/06/2025	1,736.78
106411	RIGHT01	Right of Way, Inc.	10/06/2025	1,375.05
106412	ROSENO	RSG	10/06/2025	1,045.00
106413	SECT01	Sectran Security Inc.	10/06/2025	138.08
106414	SIERRM01	Marcos Sierra	10/06/2025	1,373.25
106415	SIERRA11	Sierra Monrovia Chevrolet, LLC	10/06/2025	594.47
106416	TRAN01	Transtech Engineers, Inc.	10/06/2025	7,506.00
106417	UNITED11	United Site Services of CA Inc	10/06/2025	807.20
106418	V&V01	V & V Manufacturing, Inc.	10/06/2025	213.19
106419	WILLDAN	Willdan Financial Services	10/06/2025	5,929.00
Report Total (129 checks):				1,369,069.61

City of
IRWINDALE
AGENDA REPORT

Date: October 6, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Waive Formal Bidding Procedures and Approve Purchase of Server and Storage Infrastructure and Services for the Virtualization of City Data Through Cooperative Purchasing Arrangement

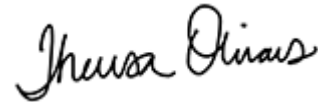
City Manager's Recommendation:

Adopt **Resolution No. 2025-95-3683**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INTELLI-TECH FOR THE PURCHASE OF VIRTUALIZATION OF CITY SERVERS AND STORAGE INFRASTRUCTURE AND SERVICES."

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Jeff Wagner, IT Manager

Electronically Approved

Armando Hegdahl, Management Analyst



Reviewed by:

Adrian R. Guerra, City Attorney

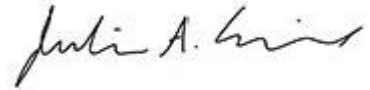


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City's current dual-host server infrastructure and shared storage array at City Hall and the Police Department have reached the end of their supported lifecycle. Both systems are critical for running essential applications, including public safety records, financial systems, permitting, and file storage. As these servers and storage units age, the risk of hardware failure, performance degradation, and lack of manufacturer support increases significantly. Replacement of the two (2) host servers is necessary to ensure uninterrupted City operations and to maintain compliance with data retention and security requirements. Modern server and storage solutions provide substantial improvements in performance, energy efficiency, and data protection compared to the current equipment. Upgrading to new dual-host servers with a high-availability storage array will enhance redundancy, allowing seamless failover in the event of a hardware issue or power interruption. This ensures critical systems, particularly those supporting the Police Department's emergency response and records management, remain accessible 24/7.

Additionally, the new infrastructure will position the City to meet future growth and technological demands. Updated hardware will support newer operating systems, advanced cybersecurity measures, and expanding data storage needs. Investing in replacement now, before a failure occurs, will prevent costly emergency downtime, protect sensitive public safety and municipal data, and allow for a planned, controlled migration with minimal disruption to city services.

Irwindale Municipal Code Section 3.44.080(E), outlines that bidding may be dispensed with when, through cooperative purchasing with the state, the county, and other public agencies, the advantages of large-scale buying may be obtained. The two (2) host servers meet this requirement of the municipal code section. TD SYNEX offers a Dealer Program that provides select reseller parties the ability to sell to National Cooperative Purchasing Alliance (NCPA) members using the NCPA 01-170 Advanced Technology Solutions Aggregator contract. Intelli-tech is an authorized dealer and the quote for the two (2) servers is provided under NCPA contract 01-170.

Fiscal Impact:

The server replacement program has been budgeted in the FY 2025-2026 adopted budget. Sufficient funding is available for this purchase and no additional funding is being requested.

Attachments:

1. Resolution No. 2025-95-3683
2. Exhibit A - Quotations
3. Server Specs

RESOLUTION NO. 2025-95-3683

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE
MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE CITY
MANAGER TO ENTER INTO AN AGREEMENT WITH INTELLI-TECH FOR
THE PURCHASE OF VIRTUALIZATION OF CITY SERVERS AND STORAGE
INFRASTRUCTURE AND SERVICES**

WHEREAS, the City's current servers have been in operation for approximately ten (10) years and have reach End of Life ("EOL") status with HPE, the provider of the City's server hardware, meaning they are no longer supported by the manufacturer; and

WHEREAS, the virtual servers are hosted on VMware, which was recently acquired by Broadcom. Following this acquisition, Broadcom ended its support relationship with HPE, and has significantly increased VMware licensing costs, reportedly up to ten (10) times the previous rates. As a result, the existing virtual server environment no longer receives critical updates, patches, or vendor assistance, leaving the infrastructure increasingly vulnerable to technical issues, operational disruptions, and reduced vendor supportability; and

WHEREAS, the virtual servers are running Windows Server 2019, for which Microsoft discontinued Mainstream Support on January 9, 2024. Without ongoing support, updates, or patches, the system faces heightened risks of security vulnerabilities, system instability, and software incompatibilities; and

WHEREAS, the City's servers are essential to supporting departmental operations, both internal and external, and are critical for delivering services such as Computer-Aided Dispatch, Public Safety and City Clerk Records Management, Geographic Information Systems (GIS), Internet access, Financial Accounting, productivity tools, and more; and

WHEREAS, Irwindale Municipal Code Section 3.44.080(E), outlines that bidding may be dispensed with when through cooperative purchasing with the state, the county, and other public agencies, the advantages of large-scale buying may be obtained. The two (2) host servers meet this requirement of the municipal code section; and

WHEREAS, TD SYNnex offers a Dealer Program that provides select reseller parties the ability to sell to National Cooperative Purchasing Alliance (NCPA) members using the NCPA 01-170 Advanced Technology Solutions Aggregator contract. Intelli-Tech is an authorized dealer and the quote for the two servers is provided under NCPA contract 01-170.

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

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

SECTION 2. This City Council hereby waives the formal bidding process and finds that a cooperative purchase through NCPA is authorized pursuant to Irwindale Municipal Code Section 3.44.080(E), and authorizes the City Manager to enter into an agreement with Intelli-Tech for the purchase of virtualization of City servers and storage infrastructure and services for an amount not to exceed \$160,000 (\$145,180.81 + \$4,474.30 (Exhibit A) + \$10,344.89 (miscellaneous and/or contingency amounts)).

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

SECTION 4. This Resolution shall take effect immediately and the Chief Deputy City Clerk shall attest to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 6th day of October 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. 2025-95-3683 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 6th day of October 2025, by the following vote:

YES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



1652 Yeager Avenue - La Verne, CA 91750
phone (909) 394-5188 / fax (909) 394-5190
www.intelli-tech.com

			DATE	QUOTATION NO.	
			09/16/25	JW091625A-PR	
CONTACT		BILLING	ACCOUNT TEAM		
Jeffrey Wagner 626-430-2258		City of Irwindale	Account Manager - Pam Rumph		
		5050 North Irwindale Avenue	909-394-5188 x1207		
		Irwindale, CA 91706	TeamPam@intelli-tech.com		
		Attn. Accounts Payable	Inside Sales - Sandy Nguyen		
		SHIP	PURCHASE ORDER NO	TERMS	
RFQ #	City of Irwindale			NET 30	
	5050 North Irwindale Avenue		DEPARTMENT	FOB	
	Irwindale, CA 91706			Freight	
	Attn: Receiving				
Qty	Part No.	Description	List Price	Price	Extended
1	S3V83A	HPE GreenLake for Private Cloud Business Edition w/Alletra STG MP CTO Tracking	\$1.00	\$0.96	\$ 0.96
1	ZU715A	HPE Virtual Rack Service	\$53.00	\$31.00	\$ 31.00
1	S3V89A	HPE GreenLake for Private Cloud Business Edition w/Alletra STG MP Block OS Base Configuration	\$1.00	\$0.96	\$ 0.96
1	S3V89A 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
1	S3Q02A	HPE Alletra Storage ArcusOS per TB 5-year LTU	\$1.00	\$0.96	\$ 0.96
1	S3Q02A 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
1	581817-B21	HPE Configurator Defined Build Instruction Option	\$1.00	\$0.96	\$ 0.96
1	S3V93A	HPE GreenLake for Private Cloud Business Edition w/Alletra STG MP 2U Chassis	\$13,749.00	\$3,035.00	\$ 3,035.00
1	S3V93A 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
2	S3V95A	HPE GreenLake for Private Cloud Business Edition w/Alletra STG MP 256GB 8C Block Controller Node	\$37,039.00	\$8,228.00	\$ 16,456.00
2	S3V95A 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
2	R7C82A	HPE Alletra Storage MP 10/25GbE 4-port Host Bus Adapter	\$3,947.00	\$871.00	\$ 1,742.00
2	R7C82A 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
2	R7C77A	HPE Alletra Storage MP C20 1500W AC Power Supply	\$8,083.00	\$1,804.00	\$ 3,608.00
2	R7C77A 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
12	R9H70A	HPE Alletra Storage MP 1.92TB NVMe SFF FIPS Encrypted SSD	\$10,296.00	\$2,271.00	\$ 27,252.00
12	R9H70A 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
1	R9R66A	HPE C19 - C20 250V 16Amp Gray 2m WW Power Cord	\$17.00	\$12.00	\$ 12.00
1	R9R66A 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
2	R9R71A	HPE C19 - NEMA 5-15P 125V 15Amp US Power Cord	\$90.00	\$43.00	\$ 86.00
2	R9R71A 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
1	R9S02A	HPE C19 - C20 250V 16Amp Black 2.5m WW Power Cord	\$17.00	\$15.00	\$ 15.00
1	R9S02A 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
1	S0A99A	HPE Storage FIPS Data Encryption LTU	\$1.00	\$0.96	\$ 0.96
1	S0A99A 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
1	Q2F25A	HPE SN2100M Rack Installation Kit	\$625.00	\$430.00	\$ 430.00
1	Q2F25A 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
1	S0U79A	HPE Alletra Storage MP CDM Bluetooth Connect Kit	\$155.00	\$36.00	\$ 36.00
1	S0U79A B01	HPE Alletra Storage MP CDM Bluetooth Connect Kit	\$0.00	\$0.00	\$ -
3	P52499-B21	HPE ProLiant DL360 Gen11 8SFF NC Configure-to-order Server	\$4,387.00	\$1,660.00	\$ 4,980.00
3	P52499-B21 ABA	HPE ProLiant DL360 Gen11 8SFF Configure-to-order Server U.S. - English Localization	\$0.00	\$0.00	\$ -
6	P67080-B21	Intel Xeon-Gold 6526Y 2.8GHz 16-core 195W Processor for HPE	\$3,186.00	\$1,741.00	\$ 10,446.00
6	P67080-B21 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
24	P64706-B21	HPE 32GB (1x32GB) Dual Rank x8 DDR5-5600 CAS-46-45-45 EC8 Registered Smart Memory Kit	\$2,498.00	\$293.00	\$ 7,032.00
24	P64706-B21 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
6	P10115-B21	Broadcom BCM57414 Ethernet 10/25Gb 2-port SFP28 OCP3 Adapter for HPE	\$1,231.00	\$189.00	\$ 1,134.00
6	P10115-B21 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
3	P48908-B21	HPE ProLiant DL3X0 Gen11 1U High Performance Fan Kit	\$768.00	\$213.00	\$ 639.00
3	P48908-B21 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
6	P03178-B21	HPE 1000W Flex Slot Titanium Hot Plug Power Supply Kit	\$891.00	\$194.00	\$ 1,164.00
6	P03178-B21 0D1	Factory Integrated	\$0.00	\$0.00	\$ -
6	AF559A	HPE C13 - Nema 5-15P TH/PH 250V 10Amp 1.83m Power Cord	\$11.00	\$10.00	\$ 60.00
6	AF559A 0D1	Factory Integrated	\$0.00	\$0.00	\$ -

24	3	BD505A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	\$469.00	\$319.00	\$ 957.00
	3	BD505A OD1	Factory Integrated	\$0.00	\$0.00	\$ -
25	3	P51911-B21	HPE ProLiant DL360 Gen11 CPU1 to OCP2 x8 Enablement Kit	\$120.00	\$22.00	\$ 66.00
	3	P51911-B21 OD1	Factory Integrated	\$0.00	\$0.00	\$ -
26	3	875519-B21	HPE Bezel Lock Kit	\$89.00	\$39.00	\$ 117.00
	3	875519-B21 OD1	Factory Integrated	\$0.00	\$0.00	\$ -
27	3	P50450-B21	HPE ProLiant Gen11 1U Common Bezel Kit	\$100.00	\$31.00	\$ 93.00
	3	P50450-B21 OD1	Factory Integrated	\$0.00	\$0.00	\$ -
28	3	P26489-B21	HPE ProLiant DL300 Gen10 Plus 1U Cable Management Arm for Rail Kit	\$117.00	\$39.00	\$ 117.00
	3	P26489-B21 OD1	Factory Integrated	\$0.00	\$0.00	\$ -
29	3	P48183-B21	HPE NS204i-u Gen11 NVMe Hot Plug Boot Optimized Storage Device	\$1,994.00	\$532.00	\$ 1,596.00
	3	P48183-B21 OD1	Factory Integrated	\$0.00	\$0.00	\$ -
30	6	P48905-B21	HPE ProLiant DL3XX/560 Gen11 High Performance Heat Sink Kit	\$259.00	\$81.00	\$ 486.00
	6	P48905-B21 OD1	Factory Integrated	\$0.00	\$0.00	\$ -
31	3	P48920-B21	HPE ProLiant DL360 Gen11 NS204i-u Internal Cable Kit	\$92.00	\$27.00	\$ 81.00
	3	P48920-B21 OD1	Factory Integrated	\$0.00	\$0.00	\$ -
32	3	P52341-B21	HPE ProLiant DL3XX Gen11 Easy Install Rail 3 Kit	\$164.00	\$52.00	\$ 156.00
	3	P52341-B21 OD1	Factory Integrated	\$0.00	\$0.00	\$ -
33	3	S6F19A	HPE Morpheus VM Essentials Software FIO E-LTU	\$1.00	\$0.96	\$ 2.88
34	23	S3U70AAE	HPE GreenLake for Private Cloud Business Edition w/Alletra STG MP /TB Block 5yr SW/Sup SaaS	\$1,890.00	\$372.00	\$ 8,556.00
35	16	844477-B21	HPE 25Gb SFP28 to SFP28 3m Direct Attach Copper Cable	\$392.00	\$53.00	\$ 848.00
36	1	H38NHAS	HPE Alletra Storage MP B10000 SVC	\$0.00	\$0.00	\$ -
37	1	S3V84A	HPE GreenLake for Private Cloud Business Edition w/Alletra STG MP Base Configure-to-order Tracking	\$1.00	\$0.96	\$ 0.96
38	6	SSQ87AAE	HPE Morpheus VM Essentials Software for Private Cloud Business Edition 5-year E-LTU	\$3,000.00	\$84.00	\$ 504.00
39	2	S2T75A	HPE 25GbE 18SFP28 4QSFP28 Power to Connector Airflow Half Width Switch SN2010M with NVIDIA	\$15,750.00	\$6,275.00	\$ 12,550.00
40	4	Q6M30A	HPE 10GbE SFP+ SR Multi-mode 300m Transceiver	\$545.00	\$65.00	\$ 260.00
41	2	R8M59A	HPE 100Gb QSFP28 to QSFP28 0.5m Direct Attach Copper Cable	\$250.00	\$52.00	\$ 104.00
42	8	R9Q45A	HPE Aruba Networking 1G SFP RJ45 T 100m Cat5e TAA Transceiver	\$824.00	\$251.00	\$ 2,008.00
43	4	QK734A	HPE Premier Flex LC/LC Multi-mode OM4 2 Fiber 5m Cable	\$114.00	\$18.00	\$ 72.00
44	1	HU4A6A5	HPE 5Y Tech Care Essential Service	\$0.00	\$0.00	\$ -
45	3	HU4A6A5 R2M	HPE iLO Advanced Non Blade Support	\$67.00	\$24.00	\$ 72.00
46	1	HU4A6A5011C	HPE PCBE Stg MP Base Config Supp	\$1.00	\$0.96	\$ 0.96
47	2	HU4A6A5008Q	HPE Alletra Stg 10/25GbE 4-port HBA Supp	\$395.00	\$161.00	\$ 322.00
48	3	HU4A6A500DJ	HPE DL360 Gen11 Support	\$8,963.00	\$2,582.00	\$ 7,746.00
49	12	HU4A6A500GR	HPE Alletra MP 1.92TB NVMe FE SSD Supp	\$1,027.00	\$418.00	\$ 5,016.00
50	2	HU4A6A500N7	HPE SN2010M Switch w/NVD Support	\$5,677.00	\$1,834.00	\$ 3,668.00
51	2	HU4A6A5011A	HPE PCBE StgMP 8C Switchless Node Supp	\$3,704.00	\$826.00	\$ 1,652.00
52	1	HU4A6A5011H	HPE PCBE Storage MP 2U Chassis Supp	\$1,375.00	\$438.00	\$ 438.00
53	1	HA124A1	HPE Technical Installation Startup SVC	\$0.00	\$0.00	\$ -
54	1	HA124A1 5WX	HPE Nimble Storage dHCI Base Deploy SVC	\$16,612.00	\$8,989.00	\$ 8,989.00
55	1	HB983A1	HPE Installation Comm Svrs Hourly SVC	\$180.00	\$146.00	\$ 146.00
NCPA CONTRACT #01-170						

Sub-total	\$ 134,787.60
10.75% Sales Tax	\$ 10,393.21
Grand Total	\$ 145,180.81

QUOTATION



1652 Yeager Avenue - La Verne, CA 91750

phone (909) 394-5188 / fax (909) 394-5190

www.intelli-tech.com

www.intelli-tech.com				DATE	QUOTATION NO.		
				09/16/25	JW091625B-PR		
CONTACT			BILLING		ACCOUNT TEAM		
Jeffrey Wagner 626-430-2258			City of Irwindale 5050 North Irwindale Avenue Irwindale, CA 91706 Attn. Accounts Payable		Account Manager - Pamela Rumph 909-394-5188 x1207 TeamPam@intelli-tech.com Inside Sales - Sandy Nguyen		
			SHIP		PURCHASE ORDER NO		
RFQ #			City of Irwindale 5050 North Irwindale Avenue Irwindale, CA 91706 Attn: Receiving		TERMS		
					NET 30		
					DEPARTMENT		
					FOB		
					Freight		
#	Qty	Part No.			ETA	Price	Extended
1	4	J9150D	HPE Aruba 10G SFP+ LC SR 300m OM3 MMF Transceiver for (4) 2930F Switch		Stk	\$ 1,010.00	\$ 4,040.00



Hewlett Packard
Enterprise

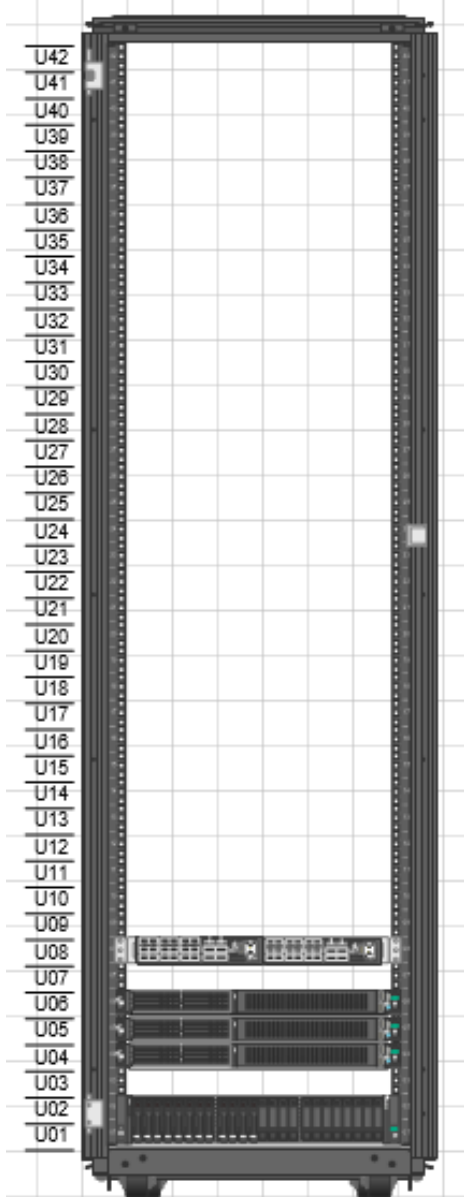
CITY OF IRWINDALE

Todd Hatfield, Hybrid IT Sales Specialist

July 2025



City of Irwindale PCBE with Morpheus VME



Summary: Storage

1 X Alletra MP B10000 23T Raw 15T Useable 41T Effective
2 X Nodes with 256GB 8C Block Controllers
12 X 1.92 NVME Base
4 X 25Gb ISCSI Ports
1500 Watt Power Supplies

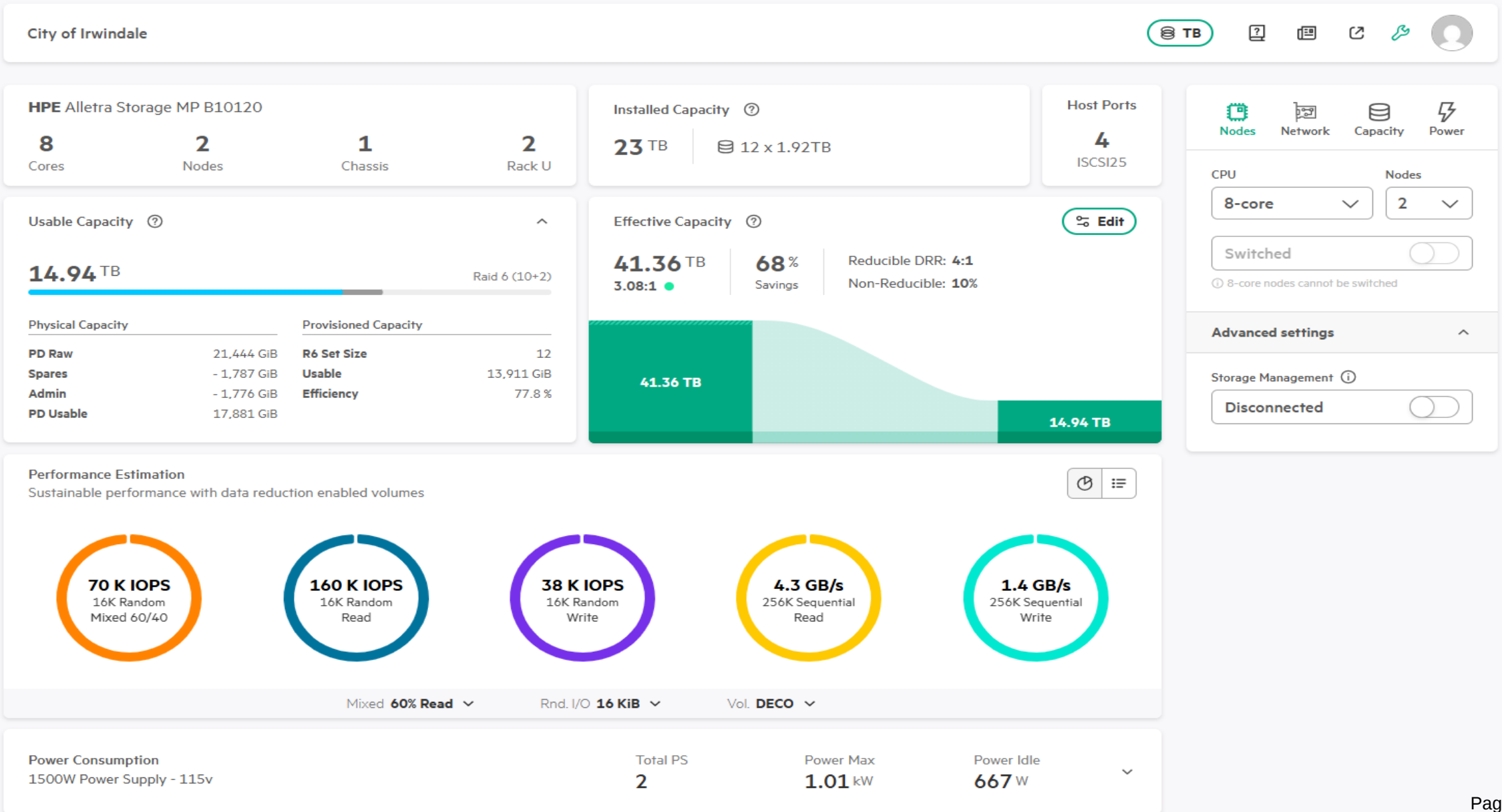
Compute

3 X DL360 Gen 11
2 X Intel Xeon-Gold 6526Y 2.8GHz 16-core195W
8 X 32GB Memory
4 Ports 10/25 Nic
NS204i Boot Device
6 X HPE Morpheus VM Essentials

Switching

2 X SN2010M Nvidia Cumulus Network Switch
2 X 100Gb QSFP25 .5M cables
4 X HPE 10GbE SFP+ SR Multi-mode 300m Transceiver
8 X HPE 1G SFP RJ45 T 100m Cat5e TAA Transceiver
16 X HPE 25Gb SFP28 to SFP28 3m Direct Attach Copper Cable
4 X HPE Premier Flex LC/LC Multi-mode OM4 2 Fiber 5m Cable

Alletra MP B10000 Storage



Item #13.A.

City of
IRWINDALE
AGENDA REPORT

Date: October 6, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Letter of Intent - Energy Services Audit

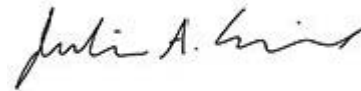
City Manager's Recommendation:

That the City Council approve, subject to approval as to form by the City Attorney, to enter into a Non-Binding Letter of Intent (LOI) for CIOproUSA-GreenRock-Syserco (SES) for City of Irwindale Energy Services Agreement per California Government Code § 4217 and Notice to Proceed with NO COST Investment Grade Audit, and authorize the City Manager to execute LOI.

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

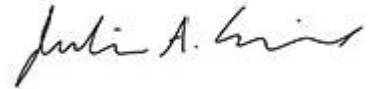


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager

**Background and Analysis:**

The City of Irwindale continually seeks opportunities to improve energy efficiency, reduce utility costs, and explore renewable energy solutions to support long-term fiscal and environmental sustainability. Energy Services Companies provide turnkey solutions under Energy Service Agreements, which allow municipalities to implement energy conservation measures without upfront capital costs.

As a first step in the process, and at no cost to the City, CIOproUSA—GreenRock-Syserco Energy Solutions (SES), will conduct an investment grade audit (IGA) to evaluate current energy usage, identify efficiency opportunities, and recommend potential improvements, final engineering and project development of the City's Energy and Water Conservation Program, which will reduce operating costs, upgrade aging infrastructure, and provide emergency services, including battery backup BESS solutions integration. The purpose of the IGA is to determine the feasibility of entering into a negotiated Energy Services Agreement utilizing California Government Code section 4217, for conservation of utilities (e.g., electricity, natural gas, water/sewer), and potential renewable energy generation opportunities. The IGA will evaluate the following systems: Lighting, including lighting controls; Heating, Ventilation and Air Conditioning ("HVAC"); Building Automation and Controls; Building Envelope; IT Equipment; Appliances; Water/Sewer fixtures; Building Plug-Loads; LED lighting; Pool efficiencies; and Potential for Solar PV + BESS Energy Storage for Emergency backup and Power Peak savings.

To initiate this process, the City must enter into a non-binding LOI, which outlines the intent to explore an ESA, but does not commit the City to moving forward with construction, financing, or implementation. The LOI allows SES to perform an in-depth energy audit of City facilities at no cost to the City. The audit will identify specific energy conservation measures, cost savings, and potential funding mechanisms.

Following the completion of the audit, staff will return to the City Council with a detailed report on the findings and recommendations for consideration. Entering into the LOI does not legally obligate the City to proceed with an ESA or any future projects. This approach allows the City to obtain expert analysis of potential energy savings opportunities while retaining full discretion on whether to proceed with any proposed measures.

Fiscal Impact:

There is no fiscal impact associated with approving the LOI. Any future implementation of energy efficiency measures would be brought back to the City Council for separate review and approval.

Attachments:

1. (IRW) Combined DRAFT letter of intent

<<< DRAFT >>>

<<PRINT ON CITY'S LETTERHEAD>>

Re: Non-Binding Letter of Intent (LOI) for CIOproUSA-GreenRock-Syserco (SES) for City of Irwindale Energy Services Agreement per California Government Code § 4217 and Notice to Proceed with NO COST Investment Grade Audit

This letter is intended for discussion purposes only and shall not be construed as a binding agreement or commitment by either party. No legal obligations shall arise unless and until a definitive written agreement is executed by both parties.

Dear Mr. Elias S. Cortez and Mr. Scott Meinzen,

The City of Irwindale ("City") requests that **CIOproUSA-GreenRock-Syserco (SES)** Syserco Energy Solutions, Inc. ("SES") proceed with a NO COST Investment Grade Audit ("IGA"), Final Engineering and Project Development of the City's Energy and Water Conservation Program, which will reduce operating costs, upgrade aging infrastructure, and provide emergency services, including battery backup BESS solutions integration.

The IGA will evaluate the following systems: Lighting, including lighting controls; Heating, Ventilation and Air Conditioning ("HVAC"); Building Automation and Controls; Building Envelope; IT Equipment; Appliances; Water/Sewer fixtures; Building Plug-Loads; LED lighting; Pool efficiencies; and Potential for Solar PV + BESS Energy Storage for Emergency backup and Power Peak savings.

The purpose of the IGA is to determine the feasibility of entering into a negotiated Energy Services Agreement ("Agreement") utilizing California Government Code section 4217, for conservation of utilities (e.g., electricity, natural gas, water/sewer), and potential renewable energy generation opportunities.

For the Energy Services Agreement:

The City may elect to enter into an Agreement with SES if the following project parameters ("Project Parameters") are satisfactorily met subject to the City's sole discretion and approval:

- | | |
|--------------------|---|
| 1. Budget Impact: | Project must be budget neutral or better for the City's energy sustainability needs. City shall have the option to provide Capital funds if it chooses. Green Rock may provide funding via a mutually agreed upon Power Purchase Agreement ("PPA"). |
| 2. Annual Savings: | Must meet annual project costs at minimum or sustainability and/or green objectives. |
| 3. Energy Savings: | 100% energy savings generated goes directly to the City's power needs. Savings is not shared with SES or others. |
| 4. Financing: | The City shall have the opportunity to qualify for third party financing or equivalent for the Utility Conservation Measures and/or the Renewable Energy Measures, or grants applicable. |

5. Financing Term: Shall not exceed the useful life of the proposed upgrades.
6. Rebate/Grant Application: Program shall include management of all grants and rebates, if available.
7. Procurement Method: Procurement shall meet provisions of California Government Code § 4217 and/or Emergency power stabilization.

In addition to evaluating the City's systems, the IGA will provide a detailed inventory of the City's HVAC equipment and its current functional status, including the City's plumbing fixtures. This inventory will be used to assist the City in applying for the forthcoming funds from California Assembly Bill 841 ("CA AB 841"), the "School Energy Efficiency Stimulus Program."

The intention of this HVAC and plumbing appliance inventory is to allow SES to assist the City with application for CA AB 841 funds. The City intends to utilize awarded CA AB 841 funds toward approved HVAC and plumbing improvements and other upgrades allowed by CA AB 841. Any Operational Savings realized by the City that result from upgrades funded by CA AB 841 will be included in the comprehensive Energy Services Agreement.

The City may choose to work exclusively with SES throughout the duration of the IGA and Project Development effort; however, nothing in this letter obligates the City to do so, nor precludes it from engaging with other parties.

For SES to complete the Work, City shall provide SES with the following (if not already provided):

- 2-year history of utility bills or a signed form authorizing SES to act as an Agent for City and receive the data directly from the Utility Provider.
- Records of Maintenance and Operational costs, and copies of existing Service Contracts for maintenance performed by third parties.
- Reasonable access to facilities and design drawings.
- Any legacy Reports and Energy Audits provided to the City in the past 5 years.

If the results of the IGA are satisfactory to the City and subject to all required approvals, the ~~City may enter~~ City may enter into an Energy Services Agreement with SES within approximately 30 days of receiving the final Engineering Services proposal. This anticipated timeline is non-binding and subject to change at the City's sole discretion. If a final Agreement is executed, costs associated with IGA, Final Engineering and Project Development performed by SES may be incorporated into the Lump Sum price of the Agreement.

In the event SES cannot meet these Project Parameters, or the City does not enter into the Energy Services Agreement there will be no charge to the City for engineering, pre-construction activities, project development or estimating costs incurred by SES for the development of the IGA.

If SES delivers a final proposal that satisfactorily meets the Project Parameters above and the City elects not to enter into the Agreement with SES within approximately forty-five (45) days of submittal of the IGA, the IGA Audit information provided will be retained for internal use only and will not be shared externally. This anticipated timeline is non-binding and subject to change at the City's sole discretion.

This Letter of Intent is intended to set forth the basic points for the IGA, but it is not intended to, and does not, constitute a legally binding agreement. No contract between the parties shall be effective

unless or until the parties have signed and delivered a final contract containing all essential terms of the proposed agreement. No party shall be under any liability or have any obligation to consummate the transactions contemplated herein until that time.

Sincerely, _____

Julian Miranda, City Manager, Irwindale, CA

Accepted and Agreed:

Elias S. Cortez, dba

CEO/~~CEO~~ CIOproUSA/Green-Rock

Scott F. Meinzen

Vice-President and GM, Syserco Energy
Solutions, Inc.

Item #14.A.

City of
IRWINDALE
AGENDA REPORT

Date: October 6, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: 1st Reading of Billboard Ordinance No. 799

City Manager's Recommendation:

Direct the City Attorney to read the title of the ordinance, waive further reading of the ordinance, and introduce for first reading Ordinance No. 799, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTER 17.20 ("BILLBOARDS") OF TITLE 17 ("ZONING") OF THE CITY OF IRWINDALE MUNICIPAL CODE REGARDING NEW AND CONVERTED DIGITAL DISPLAYS OF OUTDOOR ADVERTISING STRUCTURES AFFECTING PROPERTIES CITYWIDE AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3)".

Administrative Action:

Submitted / Prepared by:

Marilyn Simpson, AICP, Community Development Director



Prepared by:

Jamie Traxler, Assistant City Attorney



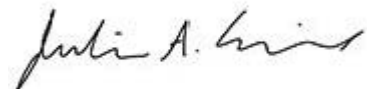
Reviewed by:

Adrian R. Guerra, City Attorney



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Background and Analysis:

On July 25, 2012, the City Council adopted Ordinance No. 659, amending the Irwindale Municipal Code chapters pertaining to billboards to define and establish regulations, including criteria under which digital billboards may be allowed.

On September 25, 2024, the City Council enacted Ordinance No. 785, an urgency ordinance imposing a temporary moratorium on the processing and approval of applications for any and all billboards, new construction of billboards (both static and with a digital display), and the replacement or conversion of static billboards to billboards with a digital display. The City Council exempted three applications that were already being processed by staff.

On October 30, 2024, the City Council adopted Urgency Ordinance No. 789 that extended the temporary moratorium prohibiting the processing of new applications or approvals for any and all billboards for an additional ten (10) months and fifteen (15) days.

On July 30, 2025, the Planning Commission meeting adopted Resolution No. 854(25) recommending that the City Council approve Ordinance No. 799, amending the Billboard Chapter 17.20 of Title 17 (Zoning) of the Irwindale Municipal Code.

On August 27, the City Council introduced Ordinance No. 799 for first reading at a regularly scheduled public hearing.

On September 10, 2025, Ordinance No. 799 was presented to the City Council for adoption upon second reading. At the meeting, the City Council directed staff to amend Section 17.20.50(3)(c) of the ordinance and incorporate “architecture” as an additional condition when a proposed billboard exceeds the seventy-five foot (75’) height maximum. The conditions would include “obstructions, and/or freeway elevation, and/or architecture”. The review and approval authority would remain with the City Manager of their designee.

On September 24, 2025, the City Council adopted Urgency Ordinance No. 813, which took effect immediately. The City Council also directed staff to bring Ordinance No. 799 back to them with amended Section 17.20.50(3)(c) of Title 17 (Zoning).

The ordinance is now coming to the City Council for introduction and first reading in the usual process for adoption of an ordinance.

Ordinance No. 799

Ordinance No. 799 amends Chapter 17.20 to establish certain development standards consistent with new and/or revised Caltrans Outdoor Advertising Display regulations and refine regulations governing design and operation of digital billboards, the application review requirements, and City approval process for digital billboards.

Revisions to the Billboard chapter include:

- Establishing distance requirements based on Caltrans standards
- Allowing billboards to exceed height limits due to obstructions and freeway elevation, with City Manager approval
- Including provisions for billboards on city-owned property
- Revising landscaping requirements to remove trees and plants that could obstruct views
- Including specifications for lighting requirements consistent with Caltrans standards
- Including requirements for soundwalls and visual screens
- Requiring digital identification numbers on billboard structures
- Establishing specific application requirements and processes
- Providing required findings to approve agreements for digital billboards
- Include “architecture” as an additional condition when a proposed billboard exceeds the seventy-five foot (75’) height maximum. The conditions would include, “obstructions, and/or freeway elevation, and/or architecture”. The review and approval authority would remain with the City Manager or their designee.

Environmental Review:

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

Fiscal Impact:

No fiscal impact is anticipated with the adoption of Ordinance No. 799.

Attachments:

1. Ord No. 799 Billboards (Final)
2. Master Irwindale Billboard Location Map exhibit
3. Attachments 3,4,5,6

ORDINANCE NO. 799

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTER 17.20 (“BILLBOARDS”) OF THE CITY OF IRWINDALE MUNICIPAL CODE REGARDING NEW AND CONVERTED DIGITAL DISPLAYS OF OUTDOOR ADVERTISING STRUCTURES AFFECTING PROPERTIES CITYWIDE AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3)

WHEREAS, a city has the power to make and enforce regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals, and the public safety; and

WHEREAS, in executing that power, a City Council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, Title 17 of the Irwindale Municipal Code (“Zoning”), otherwise known as the Zoning Code, regulates land use and development within the City of Irwindale (“City”) to protect the public health, safety, and welfare of its residents; and

WHEREAS, the City Council finds that this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to the State CEQA Guidelines Sections 15061(b)(3) on the grounds that it can be seen with certainty that the activity in question will have no significant effect on the environment; and

WHEREAS, on August 8, 2012, the City Council adopted Ordinance No. 659, amending the Irwindale Municipal Code chapters pertaining to billboards to define and establish regulations, including criteria under which digital billboards may be allowed; and

WHEREAS, on September 25, 2024, the City Council enacted Ordinance No. 785, an urgency ordinance imposing a temporary moratorium on the processing and approval of applications for any and all billboards, new construction of billboards (both static and with a digital display), and the replacement or conversion of static billboards to billboards with a digital display (the “Temporary Moratorium”). During the Temporary Moratorium, staff was directed to study and develop as necessary City laws, rules, procedures, and fees related to the replacement or conversion of static billboards to billboards with a digital displays and the applications for new construction and establishment of billboards. Pursuant to Government Code section 65858, the moratorium remained in effect for forty-five (45) days, expiring on November 9, 2024. Thereafter, state law allowed the City Council to extend the ordinance for ten (10) months and fifteen (15) days and, if necessary, to adopt a second extension for an additional year. The City Council exempted applications that were already being processed by staff; and

WHEREAS, on October 30, 2024, the City Council adopted Urgency Ordinance No. 789 that extended the temporary moratorium prohibiting the processing of new applications or approvals for any and all billboards for an additional ten (10) months and fifteen (15) days; and

WHEREAS, the City Council finds that the City can balance its interests in aesthetics and traffic safety with the interests of businesses and consumers by limiting the time, place, and manner of placements of billboards; and

WHEREAS, the City Council finds that digital billboards are recognized as a legitimate form of commercial advertising in the City; however the size, number, location, and illumination of digital billboards can have significant influence on the city's visual character and quality of life and can, without appropriate controls, create, or contribute to visual blight conditions; and

WHEREAS, on July 30, 2025, the Planning Commission conducted a duly noticed public hearing, as required by law, regarding the proposed Ordinance to receive testimony and other evidence regarding the proposed Ordinance, including without limitation, information to the Planning Commission by City staff; and

WHEREAS, on July 30, 2025, the Planning Commission adopted Resolution No. 854(25), recommending that the City Council approve proposed Ordinance No. 799, amending Billboard Chapter 17.20 of Title 17 of the Irwindale Municipal Code [with/without recommendations]; and

WHEREAS, on August 27, 2025, the City Council held a duly noticed public hearing, as required by law, on the proposed Ordinance to receive testimony and other evidence regarding amending Chapter 17.20 of Title 17 (Zoning), including without limitation, information provided to the City Council by City staff; and

WHEREAS, at the August 27, 2025 hearing, the City Council introduced for first reading Ordinance No. 799 to amend Chapter 17.20 "Billboards" of Title 17 "Zoning" of the Irwindale Municipal Code; and

WHEREAS, on September 10, 2025, Ordinance No. 799 was presented to the City Council for adoption upon second reading of the ordinance; and

WHEREAS, at the September 10, 2025 hearing, the City Council directed staff to amend Section 17.20.50(3)(c) of the ordinance and incorporate "architecture" as an additional condition when a proposed billboard exceeds the seventy-five foot (75') height maximum. The conditions would include, "obstructions, and/or freeway elevation, and/or architecture". The review and approval authority would remain with the City Manager or their designee. The City Council also directed Staff to set a public hearing for October 6, 2025,

and publish the notice in accordance with the Government Code, for the introduction and first reading of revised Ordinance No. 799; and

WHEREAS, because the moratorium was set to expire on September 24, 2025 and the City has pending billboard applications, on September 24, 2025, the City Council adopted Urgency Ordinance No. 813, adopting Chapter 17.20 ("Billboards"), to ensure that regulations took effect immediately for the preservation of the public peace, health and safety while staff implemented the Council's direction; and

WHEREAS, Urgency Ordinance No. 813 took immediate effect for the preservation of the public peace, health or safety; and

WHEREAS, on October 6, 2025, the City Council held a duly noticed public hearing, as required by law, on the proposed Ordinance to receive testimony and other evidence regarding amending Chapter 17.20 of Title 17 (Zoning), including without limitation, information provided to the City Council by City staff; and

WHEREAS, the City Council now desires to amend the Billboard Chapter 17.20 in order to further protect the public health, safety, and welfare of its residents; and

WHEREAS, the proposed Ordinance is consistent with and will implement the City's vision, goals, and policies of the Irwindale 2020 General Plan; and

WHEREAS, the City Council now desires to adopt this ordinance to implement a framework for processing applications pursuant to updated standards and regulations in order to mitigate negative impacts from the increase of billboards within the City of Irwindale.

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

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

SECTION 2. Chapter 17.20 Billboards is hereby replaced in its entirety, and shall read as follows:

Subsections:

17.20.010 Purpose and Intent

17.20.020 Applicability

17.20.030 Development Agreement Required

17.20.040 Definitions

17.20.050 General Standards

17.20.010 Purpose and Intent

The City finds that there is an overconcentration of billboards within its jurisdiction, especially within the I-210 and I-605 Freeways, which necessitate careful consideration of any new billboards or replacement or conversion of existing billboards to digital displays. The intent of this Chapter is to limit increases in the total number of billboards along the I-210 and I-605 Freeways, and encourage the removal and replacement of existing billboards with newer technology that allows for multiple advertisements, while reducing the need for separate billboard structures.

17.20.020 Applicability

The provisions of this chapter shall apply to all off-site outdoor commercial advertising structures, i.e., billboards, within the City.

17.20.030 Development Agreement Required.

1. **New Static or Digital Billboards.** The construction of a new static or digital billboard, or modification or replacement of an existing billboard with the intent to install new static or digital displays is allowed only upon City Council approval of a Development Agreement, with appropriate standards and public benefits to be negotiated with the City, at City's sole discretion, which shall also comply with all other standards imposed by this chapter. Billboards constructed on property owned by the City or its related agencies may also be accomplished by a lease agreement or license agreement in lieu of a Development Agreement, and any reference to a development agreement in this chapter shall include leases or licenses on such properties.
2. **Repair/ Replacement of Existing Billboards.** The repair of billboards with static, non-digital displays is permitted with or without a Development Agreement, or lease or license agreement in commercial, quarry, industrial, or specific plan zones, subject to obtaining appropriate demolition, building, and other required ministerial permits, and complying with all other standards imposed by this chapter. All existing outdoor commercial advertising structures that are not in compliance with the requirements of this chapter are declared to be nonconforming uses.

17.20.040 Definitions

As used in this chapter, the following terms shall have the following meanings:

- A. **Billboard.** A sign soliciting public support or directing public attention to the sale, lease, hiring or use of any objects, products or services not associated with the property where the sign is located. For purposes of this Chapter, a billboard sign shall not include a sign solely advertising the business(es) located on the premises where such sign is erected and maintained. A billboard may consist of either static

or digital displays, as defined in this section, and may be referred to in the Irwindale Municipal Code as “static billboard” or “digital billboard.”

- B. Billboard Identification Sign. The sign which displays the name of the billboard owner and identification number.
- C. Digital Display. The face of a billboard that is comprised of a digital or electronic face with intermittent messages.
- D. New Construction. The construction of a new billboard (static or digital display) including the sign face and support structure.
- E. Repair. The changing of the sign face and/or support structure to a comparable design (like for like) due to damage. A repair shall be limited to static to static or digital to digital.
- F. Replacement. The complete replacement or conversion of a static billboard (face and support structure as needed) with a digital display.
- G. Static Display. The face of a billboard that has a fixed, printed face; is not digital and does not have a variable message display.

17.20.50 General Standards

The provisions of this section are in addition to any standards imposed by a development license, or lease agreement, provided, however, that where any standard imposed by a Development Agreement, lease or license agreement that differs from the general standards set forth in this section, the standards imposed by the development, lease or license agreement shall apply over the general standards as a matter of public interest.

1. Sign Face Dimensions. The maximum total sign area for any digital billboard shall not exceed six hundred seventy-five square feet (675') per sign face, excluding border, trim, cutouts, and other special advertising features or additions and base or apron supports and other structural members. Each sign face shall not exceed twenty-five feet (25') in height or sixty feet (60') in length. The maximum total sign area for a replacement billboard shall not exceed the existing static display sign area, unless the replacement billboard is a freeway-oriented structure. For purposes of this section, sign area shall mean and include any frame or material forming an integral part of the display but excluding support structures.
 - a. Cutouts and other special advertising features or additions to a sign face shall not exceed an area ten (10%) percent of the total sign face dimensions or a total area of one thousand two hundred square feet whichever is less.
 - b. Bidirectional or double-faced signs shall be located on the same structure. For parallel double-faced signs, the distance between sign faces shall not exceed

eight feet (8'). For "V-shaped" double-faced signs, the distance between sign faces shall not exceed forty-five feet (45') at their widest point and shall not exceed eight feet (8') at their closest point.

- c. Billboard company identification signs shall comply with Caltrans Outdoor Advertising regulations for maximum size.
2. Structure Design. Each structure shall have no more than two poles and shall be constructed of noncombustible material.
- a. No digital billboard shall have more than one digital display surface oriented in the same vertical plane, for a maximum of two digital display surfaces back-to-back.
3. Height. The overall height of each structure, which shall include the digital or static display and any frame or material forming an integral part of the display, shall not be limited to the maximum height limit of the zone, in which the billboard is located. The overall height of billboards located along a freeway shall not exceed seventy-five feet (75') measured from the higher of either:
- a. The finished grade of the roadway adjacent to the lot on which the structure is located and from which the advertising display is to be viewed, or
 - b. The finished grade of the base of the sign.
 - c. The overall height of the structure may exceed seventy-five feet (75') due to obstructions, freeway elevation, and/or architecture, subject to the review and approval of the City Manager or their designee.
4. Location. The location of billboards shall be restricted as follows:
- a. New structures shall be located only in an area immediately adjacent to the I-605 and I-210 freeways that is zoned for commercial, quarry, industrial uses, or specific plan.
 - b. Structures shall not be located on public property or rights-of-way, unless a lease or license agreement has been approved, as allowed in Section 17.20.030 (1). No portion of any sign or structure shall be located on, project into, beneath, or above the public right-of-way.
 - c. Structures projecting over a pedestrian walkway, driveway or driving aisle shall have a minimum clearance of thirty feet (30') between the lowest point of the sign and the finished walkway or driveway grade.

- d. Digital billboards shall comply with all California Department of Transportation requirements for placement and operation as set forth in the Business and Professions Code regulating off-premise outdoor advertising signs.
 - e. Maintenance, repair and other related operations shall be conducted completely upon the billboard site and shall not use or encroach on any public right-of-way, unless an encroachment permit has been issued by the City Engineer or other required agency.
 - f. New digital billboard structures shall be placed at least two hundred fifty feet (250') from any residential zone or residential use, unless it is determined by the City Manager or their designee, that based on the photometric study required herein, that there is no significant additional light intrusion than if the digital billboard is placed at least two hundred fifty feet (250') from the digital billboard. The measurement shall be from the closest edge of the structure to the closest edge of the residential zone or closest property line on which a residential use is located.
 - g. New digital billboard structures shall not be located within five feet (5') of a building or other structure or overhang of any structure or building.
 - h. New freeway oriented digital billboards shall not be located within one thousand feet (1,000') of another digital or static billboard on the same side of the freeway. Existing static billboards may not be replaced unless they are outside of a minimum five hundred-foot (500') buffer of another billboard. For purposes of this section, measurements shall be made from the closest edge of the sign panel. Development agreements for a new billboard with digital displays may provide for a reduced buffer, but not less than five hundred feet (500') from a static billboard in due consideration of other public benefits provided in the development agreements, including, but not limited to, the concurrent takedown of existing static displays within the City.
 - i. When the replacement of a static billboard results in the construction of a new digital display, the new digital billboard shall not be located within a five hundred-foot (500') radius of any existing billboards (static or digital) on the same side of the public right-of-way. For purposes of this section, measurements shall be made from the closest edge of the sign panel.
5. Prohibited Signs. The following types of signs shall not be permitted on billboards:
- a. Any form of moving, animated, oscillating or rotating sign, or any other design intended to attract attention through movement or the semblance of movement of the whole or any part of the sign or any other method or device that suggests movement;
 - b. Inflatable signs (including generator driven/externally powered inflatables);

- c. Flashing signs, containing internally and/or externally illuminated light or other devices which are intermittently on and off, which change in intensity, or which create the illusion of flashing in any manner.

6. Appearance and Operations.

- a. No billboard, including its supporting structure and lighting, shall present any hazard to the safety of pedestrian or vehicular traffic by obstructing the flow of such traffic, obstructing the sight lines required for the safe movement of pedestrian or vehicular traffic, interfering with the visibility and effectiveness of any traffic control or warning device, or in any other manner, as determined by the City Manager or their designee.
- b. Specifications regarding illumination, or any other visual transformations shall be detailed in the Development Agreement.
- c. No billboard face or sign area shall be added to an existing sign unless within a permanent frame or panel indicated for such purpose on approved plans for the total sign structure.
- d. Walls or screens at the base of a billboard or other support structures shall not create a hazard to public safety or become an attractive nuisance and shall be continually maintained in good condition and free from graffiti, weeds, or other blight conditions.
- e. The images on a digital billboard face shall not change more often than every eight seconds. The images will change instantaneously, with no special effects or video. Any form of moving, animated, oscillating or rotating sign, or any other design intended to attract attention through movement or the semblance of movement of the whole or any part of the sign or any other method or device that suggests movement is prohibited.
- f. No billboard message shall move or include animation, flashing lights, or the varying of light intensity, nor shall the digital advertising sign's illumination impair the vision of travelers on the adjacent roadways.
- g. No digital billboard shall simulate or imitate any directional, warning, danger, or information sign, or any other display likely to be mistaken for any permitted sign intended or likely to be construed as giving warning or direction to traffic, for example using such words or phrases as "stop" or "slow down."
- h. Each digital billboard shall have a light sensing device that will automatically adjust the brightness as ambient light conditions change to not more than .3 footcandles at the following distances, as provided in the 2000 Lewin Lighting Study, as amended and updated hereto:

Sign Panel Size	Maximum Light Levels
20' x 60'	350'
14' x 48'	250'
12' x 25'	150'

- i. Each digital billboard shall be designed with integrated systems and monitoring capabilities that ensure the display automatically shuts off or transitions to a full black screen in the event of a malfunction which effects more than ten percent of the screen, ensuring minimal disruption and safety.
 - j. No billboard shall display any obscene language or images, as the term is defined in Section 311 of the California Penal Code, including any amendments or successor statutes thereto.
 - k. Digital billboards shall plainly display and be visible from no less than one hundred feet (100'), the name of the person or company owning or maintaining digital billboard and the digital billboard identification number.
 - l. Digital billboard structures shall be free of any visible bracing, angle iron, guy wires, cable, and/or similar supporting elements. All exposed portions of a digital billboard, including backs, sides, structural support members and support poles, shall be screened to the satisfaction of the Community Development Director.
 - m. Each digital billboard shall be connected to the National Emergency Network (or any successor network thereto) and provide emergency information, including child abduction alerts (i.e., "Amber Alerts") or other missing persons or emergency alerts as may be issued by local, state, or federal authorities, in accordance with local and regional first responder protocols.
 - n. Digital billboards shall be operated and maintained in compliance with Business and Professions Code Section 5403.
 - o. The requirements set forth in this subsection, shall be in addition to any other conditions and requirements contained in a development, lease or license agreement. If any condition or requirement imposed in a development, lease or license agreement conflict with the general requirements set forth in the sections above, the general requirements of this subsection shall control. For purposes of this subsection, conditions or requirements contained in the agreement that are more restrictive than those contained in the general requirements in this section shall not be deemed in conflict and shall control.
7. Additional Standards. All billboards must comply with the following standards:

- a. Billboard modifications and replacements shall only apply to legal conforming and legal non-conforming signs. Any illegal signs must be removed.
 - b. The developer shall, at all times, comply with the approvals of the California Department of Transportation Outdoor Advertising Division, as applicable.
 - c. The developer shall underground all utilities installed in connection with the billboard.
 - d. The owner and/or operator of the digital billboard shall comply with all applicable federal, state, or local laws when constructing, operating, improving, maintaining, repairing, and removing the digital billboard, including obtaining required permits, the Highway Beautification Act of 1965 (23 U.S.C. Section 131), the Outdoor Advertising Act ([Business and Professions Code](#), Section 5200 et seq.), and the regulations promulgated to implement the Outdoor Advertising Act (4 Cal. Code Regulations. Section 2242(c) et seq.).
8. Adjacent Landscaping. Where appropriate, as determined by the Community Development Director, the site upon which billboards are located shall be landscaped to achieve a consistent theme to visually integrate the billboard with the surrounding environment, in accordance with the following guidelines:
- a. Landscaping is not intended to block the view of the structures within their view shed, a distance of one-quarter mile from the sign face.
 - b. Any plant materials used for landscaping shall be drought-resistant and irrigated with an automatic drip irrigation system. Irrigation systems may be installed on the surface if a licensed landscape architect establishes a maintenance plan that may allow the irrigation to be discontinued if the plant materials reach a level of maturity and condition that would permit it without damage to the plant material.
9. Application.
- a. Application requirements. Any person wishing to erect a new digital billboard or replace an existing billboard shall submit a request in writing for approval of a development, lease or license agreement pursuant to Section 17.20.030 of the Irwindale Municipal Code that includes the following:
 - 1. The name, address, phone number, and other contact information of the person proposing the Development Agreement.

2. The property owner name(s) and signature(s) on the application.
 3. The location of the proposed billboard, including street address and assessor parcel number, latitude, longitude, and postmile.
 4. Any billboard that is proposed to be removed, shall provide the location of the billboard, including street address and assessor parcel number, latitude, longitude, and existing State number (Caltrans tag number).
 5. Information that establishes that the person proposing the Development Agreement has legal or equitable interest in the proposed new or relocated billboard, and proof of legal or equitable interest in the proposed site including, but not limited to, a fee interest, lease, license, easement, or other entitlement demonstrating the right to install and operate the billboard on the subject property. Information to be provided shall include the written consent of the property owner if not readily ascertainable from the foregoing documents.
 6. Conceptual design drawings of the billboard that includes technical specifications to determine the digital billboard's compliance with this chapter.
 7. An outline of the proposed compensation or public benefit to be provided to the City.
 8. Photos of all existing signage, and architectural renderings and elevations of the proposed billboard and a scaled site plan and elevations showing the locations of all existing structures and improvements on the property, and the proposed billboard and related structures and improvements.
 8. Photo simulations, as determined by the Community Development Director, of the before and after physical site appearance from views.
 9. A photometric study prepared by a certified lighting engineer demonstrating the proposed digital billboard's compliance with the operational requirements provided herein.
 10. For freeway oriented billboards, documentation of the preliminary review by Caltrans Outdoor Advertising Act.
 11. Such other documents, materials, or information deemed reasonably necessary by the Community Development Director.
- b. The applicant shall pay all application filing fees and deposits as set by resolution of the City Council. This fee shall be in addition to any other

required fees for permits relative to the development of the property and shall be for the purpose of defraying the costs associated with City's review and processing of the application.

- c. The applicant shall pay the cost of any environmental studies and reports necessary for the completion of the environmental review of the proposal pursuant to the California Environmental Quality Act.

12. Process.

- a. A development, lease or license agreement shall be reviewed by the Planning Commission at a duly noticed public hearing, pursuant to the procedures set forth in Section 17.34.050 of the Irwindale Municipal Code. The Planning Commission shall review such agreement and make a recommendation to the City Council whether the proposed billboard meets the required findings set forth in subsection (c) below.
- b. The City Council shall conduct a duly noticed public hearing following the Planning Commission recommendation to consider approval of the agreement. The hearing before the City Council shall be noticed in accordance with Section 17.34.060 of the Irwindale Municipal Code and may be continued from time to time. In order to approve an agreement, the City Council shall make all of the findings contained in subsection (c) below.
 - 1. Development Agreements shall be approved by ordinance.
 - 2. Leases and license agreements shall be approved by resolution.
- c. Findings for approval of an agreement. The Planning Commission and City Council may approve the agreement if it finds the following:
 - 1. The proposed agreement is consistent with the goals, objectives, purposes and provisions of the General Plan, the Municipal Code, and any applicable specific plans;
 - 2. The proposed use is compatible with the uses and structures on the site and in the surrounding area;
 - 3. The proposed billboard would not create a traffic or safety problem, including problems associated with on-site access circulation or visibility;
 - 4. The proposed billboard would not otherwise result in a threat to the general health, safety, and welfare of city residents; and

6. The proposed billboard, in addition to its aesthetic treatment, provides substantial public benefits that would not otherwise accrue to the public in the absence of its installation with said benefits determined solely by the City Council.

SECTION 3. The City Council hereby authorizes and directs the Mayor and the Chief Deputy City Clerk to execute this Ordinance on behalf of the City of Irwindale forthwith upon its adoption.

SECTION 4. The Chief Deputy City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

SECTION 5. In accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the Project is exempt from the provisions of CEQA pursuant to Section 15061 (b)(3), which states that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is NOT subject to CEQA. In this case, the ordinance has no potential to result in physical change to the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries. City staff is directed to prepare and file a Notice of Exemption under the California Environmental and Quality Act (CEQA) in connection with this project.

SECTION 6. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentences, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 7. This ordinance shall take effect on the thirty-first (31st) day following its passage.

PASSED, APPROVED, AND ADOPTED this 6th day of October, 2025.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 799 was duly introduced at a regular meeting of the Irwindale City Council held on the 6th day of October, 2025, and was duly approved and adopted on second reading at its regular meeting held on the 22nd day of October, 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 799, adopted by the City Council of the City of Irwindale at its regular meeting held on October 6, 2025, to be posted at the City Hall, Library, and Post Office on _____, 2025.

Dated: _____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Irwindale Master Billboard Location Map



Attachments 3, 4, 5, and 6:

Attachment 3:

July 30, 2025 Planning Commission staff report and attachments:

<https://www.irwindaleca.gov/DocumentCenter/View/11966/Staff-Report---Ord-No-799-07302025PC>

Attachment 4:

August 27, 2025 City Council agenda report and attachments:

<https://www.irwindaleca.gov/DocumentCenter/View/11961/Agenda-Report---Ord-No-799-08272025CC>

Attachment 5:

September 10, 2025, City Council agenda report and attachment:

<https://www.irwindaleca.gov/DocumentCenter/View/11962/Agenda-Report---Ord-No-799-09102025CC>

Attachment 6:

September 24, 2025, City Council Urgency Ordinance No. 813, agenda report and attachment:

<https://www.irwindaleca.gov/DocumentCenter/View/11963/Agenda-Report---Ord-No-813-09242025CC>

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

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

Absent: Councilmember Albert F. Ambriz

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION

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

ITEM NO. 28A
INVESTMENT POLICY
REVIEW AND
DELEGATION OF THE
INVESTMENT
AUTHORITY

INVESTMENT POLICY REVIEW AND DELEGATION OF THE
INVESTMENT AUTHORITY (Joint Item with City Council, Housing
Authority, and Reclamation Authority)

RESOLUTION NO.
SA 2025-44-3632
ADOPTED

Joint Resolution No. SA 2025-44-3632, 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 RESOLUTIONS 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,” was adopted.

END OF CONSENT CALENDAR

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:02 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

City of
IRWINDALE
AGENDA REPORT

Date: October 6, 2025
To: Honorable Chair and Members of the Housing Authority Board
From: Julian A. Miranda, Executive Director
Issue: Amended and Restated Global Subordination Policy

Executive Director's Recommendation:

Consider adoption of Amended and Restated Global Subordination Policy.

Administrative Action:

Submitted / Prepared by:

Robert Lee, Assistant Authority Counsel

Electronically Approved

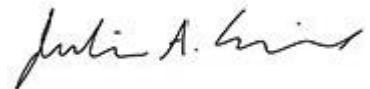
Reviewed by:

Adrian R. Guerra, Authority Counsel



Approved by:

Julian A. Miranda, Executive Director



Background and Analysis:

On December 8, 2021, the Housing Authority ("Authority") Board adopted a global Subordination Policy ("Policy") intended to standardize the manner in which subordination requests are submitted and approved by the Authority across all housing programs. The Policy ensures consistency and provides that all subordination requests must be approved or denied by the Authority Board.

Any subordination of an Authority loan secured by a deed of trust previously given to an affordable homeowner to a new private loan from a refinance will require the Authority lien to be ranked behind the new loan for purposes of collecting repayment from a borrower. The subordination is effectuated through a subordination agreement. The priority of debts is significant when the property owner defaults on payments or declares bankruptcy, as the Authority's debt will be collected only when and if

the first lien has been fully satisfied in the event of foreclosure and liquidation and only if there are monies left over. Therefore, when an affordable homeowner seeks to refinance its existing loan obtained from a private lender and asks the Authority to subordinate its loan to that new loan, the Authority, if it agrees to subordinate, will be assuming the risk of not being repaid either partly or in full. However, it is important to note that Authority loans are already in second lien position with respect to any private loan which means that any Authority agreement to subordinate to a new loan essentially places the Authority in the same lien priority position as the status quo.

Under the currently adopted Policy, among other requirements subordinations are permitted only when the refinance results in a decrease to the borrower's monthly mortgage obligations. For example, the loan must involve a lower interest rate or a conversion from an adjustable or short-term fixed rate loan to a fully-fixed rate loan.

Staff has identified situations where strict application of this rule could create unintended hardships for borrowers who remain in good standing and who are acting in compliance with their Regulatory Agreements. In some cases, a refinance may not reduce monthly financial mortgage obligations but can still provide favorable terms, stabilize debt, or otherwise still support the long-term goals of the Authority's affordable housing programs.

The proposed amendment to this Policy addresses this issue by introducing a limited exception. Specifically, in addition to the existing requirement that subordinations only be approved where monthly mortgage obligations decrease, the proposed amended and restated Policy allows the Board, for good cause shown, to approve subordination requests where:

- The borrower is acting in compliance with the Regulatory Agreement; and
- The new monthly mortgage payment does not exceed 125% of the current mortgage payment amount; or the new monthly mortgage payment does not exceed the existing mortgage payment by more than \$300.

This amendment to the Policy affords the Authority with the flexibility to approve subordination requests that are economically reasonable and achievable for the borrower, even if they do not result in an immediate reduction in monthly mortgage costs, while still preventing approval of requests that would create unaffordable obligations.

Fiscal Impact:

There is no fiscal impact.

Attachments:

1. Subordination Policy - Amendment 2025
2. Subordination Requirements Checklist 10.06.25

AMENDED AND RESTATED SUBORDINATION POLICY

Effective October 6, 2025
(Originally Adopted December 8, 2021)

Purpose and Applicability:

This Amended and Restated Subordination Policy ("Policy") is intended to standardize the manner in which subordination requests are submitted and approved by the Irwindale Housing Authority ("Authority") for all Authority housing programs. The Authority Board shall approve or deny all subordination requests.

Effects of Subordination:

Subordination occurs where one creditor voluntarily agrees to become ranked behind another creditor in priority for purposes of collecting repayment from a debtor, and it is effectuated via a subordination agreement. The priority of debts is significant when a debtor defaults on payments or declares bankruptcy, as the party subordinating its debt will only collect on a debt owed when and if the obligation to the primary (or first lien) lender has been fully satisfied in the event of foreclosure and liquidation and only then to the extent there are monies left over. Therefore, when an affordable housing property owner seeks a refinance of its existing loan obtained from a private lender or seeks to take out a second mortgage, or alternatively, when a new affordable housing property owner acquires an affordable housing unit and takes out a new loan from a private lender, and the Authority is asked to subordinate its loan to any of these new loans, the Authority, if it agrees to subordinate, will be assuming the risk of not being repaid either partly or in full.

Requirements for Approving Subordinations:

Loans given by the Authority to an affordable housing property owner secured by a trust deed shall not be subordinated to any loan due to refinancing or for any other reason, except that the Authority may consider subordinating its position when all of the following requirements are satisfied:

- For refinances, approval of the subordination request will result in borrower's monthly financial housing obligations being decreased. For example, the refinance must involve a lower interest rate or a conversion from an adjustable or short-term fixed rate loan to a fully-fixed rate loan, resulting in a lower monthly mortgage payment. **However, for good cause shown as determined by the Board, including but not limited to circumstances where the borrower proposes to act in compliance with the Regulatory Agreement that generally governs loans made from the Authority (or its predecessor) to the borrower, approval may also be granted where the new monthly mortgage payment amount (i) does not exceed 125% of the current mortgage payment, or (ii) does not exceed the existing mortgage payment by more than \$300.**

- A fair market appraisal of the property is obtained by the lender except as expressly provided elsewhere in this Policy. The cost of the appraisal will be paid by the property owner;
- When an appraisal is required, a copy of the appraisal must be submitted to the Authority for its review;
- All debt on the property must not exceed 80% of the property value;
- The property owner does not receive cash out of the new loan unless the owner can prove that the cash will be used only to cure an emergency situation pertaining to the condition of the property, which is verified by the Authority. The cash out of the refinancing may not be used to consolidate existing household or credit card bills; and
- The property owner must provide Authority staff all the applicable documentation listed in the Subordination Requirements Checklist attached as Exhibit "A" to this Policy.

For the Home Improvement Program Only:

- If the property owner has sufficient equity in the property to provide a total loan-to-value ratio on the property that is less than 60%, so long as the above-referenced requirements are met, serious consideration is to be given in favor of approving a request for subordination to a new loan that will allow the owner to access his/her equity in an amount that will maintain the 60% loan-to-value ratio.

Cashing out on a refinance means borrower receiving a new loan in an amount exceeding the pay-off balance due under the current balance of the loan being refinanced plus customary and reasonable loan closing costs and expenses such as lender points and fees, title, escrow and recording charges. Any cash out prohibition or limitation in connection with any subordination to refinancing helps ensure sufficient equity is maintained in the home in the event of foreclosure of the new loan where the Authority is left to seek repayment of its loan only once the prior lien is satisfied.

Additionally, there are times when an appraisal may not be needed. For example, for certain Fannie Mae loans, Fannie Mae does not require appraisals and instead relies on comparable sales data in connection with refinance approvals.

EXHIBIT “A”
SUBORDINATION REQUIREMENTS CHECKLIST



Subordination Requirements

- ☐ 1. Signed Authorization to Disclose Information.
- ☐ 2. Evidence of **VALID** home owner's insurance, showing the Irwindale Housing Authority as additional insured must be provided.
- ☐ 3. The request to Subordinate must be in writing from the property owner. The written request is to include:
 - i. Name of the property owner(s)
 - ii. Property address
 - iii. Current 1st Trust Deed terms (including but not limited to name of mortgage company, interest rate, payment history of property owner, total amount owed, etc...)
 - iv. A statement indicating that all debt on the property does not exceed 80% of the appraised value, prior to Refinancing.
 - v. Household Information: Annual Income, # of people in household, bedroom count for property.
 - vi. A statement indicating the purpose/reason for cash-out, if applicable.
- ☐ 4. New Loan - Uniform Residential Loan Application
- ☐ 5. New Loan - Uniform Underwriting and Transmittal Summary
- ☐ 6. New Loan – Loan Estimate
- ☐ 7. New Loan – Closing Disclosure
- ☐ 8. Demand for Payoff on all loans (other than Irwindale Community Redevelopment Agency/Irwindale Housing Authority Loan) on property.
- ☐ 9. Existing Loans – Promissory Note
- ☐ 10. Existing Loans – Demand for Payoff
- ☐ 11. A current appraisal report (dated within 30 days of the written request) is REQUIRED. The cost of the appraisal report will be the sole responsibility of the property owner.
- ☐ 12. Title Commitment

Cash-out Requests require Irwindale Housing Authority Board Approval. The Board meets the 2nd and 4th Wednesday of every month. In order for the request to be placed on the Board agenda all of the required items listed above must be submitted, reviewed and approved by staff 10 days prior to the scheduled meeting. Failure to meet this deadline will delay the Board's consideration of this matter.

- ☐ 13. The Authority will consider on a case-by-case basis, requests for cash-out beyond that described above only if the owner can prove that the cash will be used only to cure an emergency situation pertaining to the condition of the property, which is verified by the Agency. The cash out of the refinancing may not be used to consolidate existing household or credit card bills.
- ☐ 14. If the requirements under paragraphs 1 through 12 above are met, the Authority may allow the property owner to refinance, with no cash out. If the requirements under paragraphs 1 through 13 are met, the Authority may allow the property owner to refinance and take cash out.

Information should be addressed to the following:

Irwindale Housing Authority

Attn: Housing Department

5050 N Irwindale Avenue

Irwindale, CA 91706

Or e-mail to flopez@irwindaleca.gov Questions: Call Fernando Lopez 626-430-2269

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

Present: Board Members Mark A. Breceda, Manuel R. Garcia,
Vice Chair H. Manuel Ortiz; Chair Larry G. Burrola

Absent: Board Member Albert F. Ambriz

Also present: Julian A. Miranda, Executive Director; Adrian Guerra,
General Counsel; Theresa Olivares, Assistant Executive Director;
Christopher Hofford, Chief of Police; Kambiz Borhani, Director of
Finance / City Treasurer; Marilyn Simpson, Community Development
Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan,
Director of Engineering / Building Official; Mary Hull, Human
Resources Manager, and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION

A motion was made by Vice Chair Ortiz, seconded by Board Member Garcia, to approve the Consent Calendar, except for Item No. 34A, which was continued to the next meeting. The motion was unanimously approved.

ITEM NO. 34A
ACQUISITION OF
4846 IRWINDALE
AVENUE, IRWINDALE
CA

ACQUISITION OF 4846 IRWINDALE AVENUE, IRWINDALE CA

This item was continued to the next meeting.

ITEM NO. 34B
INVESTMENT POLICY
REVIEW AND
DELEGATION OF THE
INVESTMENT
AUTHORITY

INVESTMENT POLICY REVIEW AND DELEGATION OF THE
INVESTMENT AUTHORITY (Joint Item with City Council,
Successor Agency, and Reclamation Authority)

RESOLUTION NO.
HA 2025-03-147
ADOPTED

Joint Resolution No. HA 2025-03-147, 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 RESOLUTIONS 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," was adopted.

END OF CONSENT CALENDAR

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

PUBLIC HEARINGS

ITEM NO. 37A
ADOPTION OF THE
FY 25/26 BUDGET AND
ESTABLISHING THE
APPROPRIATIONS
LIMIT FOR FY 25/26

ADOPTION OF THE FISCAL YEAR 2025-2026 BUDGET AND
ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR
2025-2026

See the City Council minutes of June 11, 2025, for discussion.

RESOLUTION NO.
HA 2025-04-148
ADOPTED

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," was adopted on the motion of Board Member Breceda, seconded by Chair Burrola, and unanimously approved; Board Member Ambriz absent.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:03 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

City of
IRWINDALE
AGENDA REPORT

Date: October 6, 2025

To: Honorable Chair and Members of the Authority Board

From: Julian A. Miranda, Executive Director

Issue: Consideration of Consent to Assignment and Assumption of Regulatory Agreement and Declaration of Covenants and Restrictions Between Doniell N. Strobehn and Luis J. Suarez and Doniell N. Strobehn and Pablo Gamez with respect to 4811 Baca Avenue and Related Loan Documents; and Consideration of Approval of Request for Subordination of Affordable Housing Home Purchase Loan Regarding 4811 Baca Avenue

Executive Director's Recommendation:

1) Approve and consent to the Assignment and Assumption Agreement between Doniell N. Strobehn and Luis J. Suarez, wife and ex-husband, and Doniell N. Strobehn and Pablo Gamez, wife and husband; and 2) Approve the Subordination Agreement between Irwindale Housing Authority and Doniell N. Strobehn and Pablo Gamez; and 3) Authorize the Executive Director to execute the Assignment and Assumption Agreement and Subordination Agreement.

Administrative Action:

Submitted / Prepared by:

Robert J. Lee, Assistant Authority Counsel

Electronically Approved

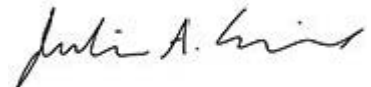
Reviewed by:

Adrian R. Guerra, Authority Counsel



Approved by:

Julian A. Miranda, Executive Director



Background and Analysis:

Assignment and Assumption:

Doniell N. Strobehn and Luis J. Suarez and the Irwindale Housing Authority ("Authority") entered into

that certain Regulatory Agreement and Declaration of Covenants and Restrictions dated July 18, 2017 (“Affordable Housing Agreement”), whereby the Authority agreed to provide Ms. Strobehn and Mr. Suarez financial assistance in the form of a \$312,350.00 loan (“Agency Loan”) which partially enabled Ms. Strobehn and Mr. Suarez to purchase the real property located at 4811 Baca Avenue, Irwindale, California (the “Property”), as part of an affordable housing program operating under the State’s affordable housing laws. The Agency Loan, which is to be forgiven after 45 years was evidenced by a promissory note secured by a deed of trust (together, “Loan Documents”). In exchange for financial assistance, Ms. Strobehn and Mr. Suarez agreed to permit the Property to become subject to affordability restrictions for a period of 45 years as part of the Authority’s program to create long-term affordable housing units in the City of Irwindale pursuant to Sections 50052.5, 50093, and 33000, *et. seq.* (Community Redevelopment Law) of the Health and Safety Code.

Ms. Strobehn and Mr. Suarez’s marriage has dissolved and Ms. Strobehn has since married Pablo Gamez. It is the intention of all individuals involved for Mr. Suarez to relocate and remove himself from being on title to the Property and for Mr. Gamez to reside within the Property together with Ms. Strobehn, and be added on title to the Property. In connection therewith, all parties now seek to effectuate a transfer of the Property from Ms. Strobehn and Mr. Suarez to Ms. Strobehn and Mr. Gamez. This transfer is considered to be a “Permitted Transfer” under the Affordable Housing Agreement irrespective of Mr. Gamez’ income level.

The Affordable Housing Agreement requires that Ms. Strobehn and Mr. Suarez, former spouses, and Ms. Strobehn and Mr. Gamez, wife and current husband, enter into an Assignment and Assumption Agreement (“Assignment and Assumption”) with consent to be provided by the Authority. The Assignment and Assumption will effect an assignment and transfer of Ms. Strobehn and Mr. Suarez’s rights and obligations under the Affordable Housing Agreement along with the Loan Documents to Ms. Strobehn and Mr. Gamez, and Ms. Strobehn and Mr. Gamez will assume all such rights and obligations. Affordability restrictions under the Affordable Housing Agreement will continue until expiration of the original 45-year period established under the Affordable Housing Agreement. This means that all subsequent owners generally must both income-qualify and occupy the unit as their primary residence.

Subordination:

To finance purchase of the Property, in addition to the Agency Loan, Ms. Strobehn and Mr. Suarez obtained a mortgage from a private lender. Ms. Strobehn and Mr. Suarez now seek to have this loan paid off through a refinance wherein a new loan will be obtained by Ms. Strobehn and Mr. Gamez in the amount of \$149,063.00 (“New Loan”) from a new lender (“New Lender”). The private loan, which will be fully repaid upon the refinance close of escrow, was secured by a recorded deed of trust and is in first lien position in the event of a foreclosure; the Agency Loan is in second lien position. Ms. Strobehn and Mr. Gamez are taking out the New Loan and now the New Lender is requiring, as a condition to making the loan, that the Authority subordinate the Agency Loan to the New Loan thereby placing the New Loan in first position and maintaining the Agency Loan in second position.

Any subordination of the Agency Loan to the New Loan for the proposed refinance will require the Authority lien to be ranked behind the New Loan for purposes of collecting repayment from the borrowers, and this would be effectuated via a subordination agreement. The priority of debts is

significant when the property owner defaults on payments or declares bankruptcy, as the Authority's debt will be collected only when and if the first lien has been fully satisfied in the event of foreclosure and liquidation and only if there are monies left over. Therefore, when an affordable homeowner seeks to refinance its existing loan obtained from a private lender and asks the Authority to subordinate its loan to a new loan, the Authority, if it agrees to subordinate, will be assuming the risk of not being repaid either partly or in full. [\[1\]](#)

However, as discussed above, the Authority's approval to subordinate the Agency Loan to the New Loan will merely maintain its current second lien position. Staff has confirmed that the proposed subordination complies with the Authority's Amended and Restated Subordination Policy, adopted by the Board during its October 6, 2025 meeting.

Staff now requests that the Board approve and consent to the Assignment and Assumption Agreement and Subordination Agreement, and authorize the Executive Director to execute the same.

Fiscal Impact:

None because the Affordable Housing Agreement will be assumed and the existing rights and obligations will remain in place as applied to Ms. Strobehn and Mr. Gamez. For the subordination request, Authority will be maintaining the status quo with respect to its second lien position.

[\[1\]](#) California is a race notice state which means as a general rule, under California's race notice recording statute, a bona fide purchaser for value without notice who first records wins a priority dispute. Civ. Code § 1214. Because the Agency Loan Deed of Trust was recorded before the deed of trust that will be recorded to secure payment of the New Loan, the lender of the New Loan is requesting subordination of the Agency Loan Deed of Trust to the New Loan.

Attachments:

1. Assignment and Assumption Agreement
2. 4811 Baca - Doniell Deed and Rider
3. Subordination Agreement - Strobehn - Gamez
4. Subordination Policy - Amendment 2025
5. Subordination Requirements Checklist 10.06.25

**FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Irwindale Housing Authority
5050 N. Irwindale Avenue
Irwindale, CA 91706
Attn: Executive Director

APN: 8417-033-097

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

**ASSIGNMENT AND ASSUMPTION
OF REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS ASSIGNMENT AND ASSUMPTION OF REGULATORY AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS ("**Assignment and Assumption**") is dated as of _____, 2025 ("**Effective Date**"), by and between Doniell N. Strobehn and Luis J. Suarez, wife and ex-husband (together, "**Assignor**"), and Doniell N. Strobehn and Pablo Gamez, wife and husband (together, "**Assignee**").

RECITALS

WHEREAS, Assignor and the Irwindale Housing Authority ("**Housing Authority**") entered into that certain Regulatory Agreement and Declaration of Covenants and Restrictions dated July 18, 2017, recorded October 19, 2017 as Document No. 20171198031, Official Records of Los Angeles County ("**Agreement**"), a copy of which is attached hereto and incorporated herein by this reference as **Exhibit "A,"** whereby the Housing Authority agreed to provide Assignor financial assistance in the form of a \$312,350.00 loan which partially enabled Assignor to purchase the real property located at 4811 Baca Avenue, Irwindale, California ("**Property**"). The loan was evidenced by a promissory note secured by a deed of trust, both dated July 18, 2017, with the deed of trust having been recorded on October 19, 2017 as document no. 20171198033, Official Records of Los Angeles County (together, "**Loan Documents**").

WHEREAS, in exchange for such financial assistance, Assignor agreed to permit the Property to become subject to affordability restrictions for a period of 45 years as part of the Housing Authority's program to create long-term affordable housing units in the City of Irwindale, as more particularly set forth in the Agreement.

WHEREAS, Assignee now desires to acquire the Property from Assignor, and Assignor desires to transfer the Property to Assignee, in accordance with the terms and conditions set forth under the Agreement. The Agreement requires that in the event of such transfer, the parties to such transaction must enter into an assignment and assumption agreement whereby the rights under the Agreement and Loan Documents are assigned to, and the obligations thereunder are assumed by, the transferee of the Property.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Recitals.** All of the foregoing recitals are true and correct and are incorporated herein by reference.

2. **Effective Date.** This Assignment and Assumption shall be effective as of the Effective Date.

3. **Assignment.** Assignor hereby assigns, sells, conveys, and otherwise transfers to Assignee all of Assignor's interests, rights, indebtedness and obligations under the Agreement and Loan Documents. As of the Effective Date, Assignor shall have no further right or liability under the Agreement or Loan Documents except to the extent Assignor may have violated any terms or conditions of the Agreement or the Loan Documents prior to the Effective Date. If any such circumstances exist, Assignor shall not be released from corresponding liabilities and the Housing Authority retains all rights and remedies, both at law and in equity, to pursue such rights and remedies against Assignor.

4. **Assumption.** Assignee hereby assumes all of Assignor's interests, rights, indebtedness and obligations under the Agreement and Loan Documents and assumes and agrees to perform all of Assignor's corresponding obligations, terms, covenants, and conditions under the Agreement and Loan Documents accruing from, and after the Effective Date.

5. **Governing Law.** This Assignment and Assumption shall be construed according to the laws of the State of California.

6. **Recordation.** This Assignment and Assumption shall be recorded as soon as practicable following its mutual execution by the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption effective as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

Doniell N. Strobehn

Doniell N. Strobehn

Luis J. Suarez

Pablo Gamez

**CONSENT TO ASSIGNMENT AND
ASSUMPTION:**

IRWINDALE HOUSING AUTHORITY, a
public body, as Housing Successor to the
Irwindale Redevelopment Agency

Julian Miranda, Executive Director

ATTEST:

Laura M. Nieto, Authority Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian Guerra, Authority Counsel

EXHIBIT “A”

**REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS**

SEE ATTACHED

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Notary Public

SEAL:

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Notary Public

SEAL:

This page is part of your document - DO NOT DISCARD



20171198033



Pages:
0010

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

10/19/17 AT 08:00AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201710190120012

00014393818



008667376

SEQ:
05

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T44

Recording Requested By
First American Title HSD

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Irwindale Housing Authority
5050 North Irwindale Avenue
Irwindale, California 91706
Attention: Executive Director

512 3863-A

10/19/2017



20171198033

Exempt from payment of recording fees pursuant to Government Code § 6103.

DEED OF TRUST WITH ASSIGNMENT OF RENTS

(Single-Family Residence)

(Home Purchase Loan with Shared Appreciation & Option to Purchase

(Use with Conventional Senior Loan)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS ("Deed of Trust") is made as of the 18th day of July, 2017, by and between Doniell N. Strobehn and Luis J. Suarez, wife and husband as community property with rights of survivorship, ("Trustor"), whose address is 4811 Baca Avenue, Irwindale, California 91706, First American Title Company ("Trustee"), whose address is 18500 Von Karman Avenue, Suite 600, California 92612, and the Irwindale Housing Authority, a public body corporate and politic ("Beneficiary"), whose address is 5050 North Irwindale Avenue, Irwindale, California 91706.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Irwindale, County of Los Angeles, State of California, described as set forth on Exhibit "A" attached hereto and hereby incorporated herein by reference ("Property") together with rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of Three Hundred Twelve Thousand Three Hundred Fifty Dollars (\$312,350), with interest thereon according to the terms of a promissory note or notes of even date herewith made to Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his or her successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

THIS DEED OF TRUST IS HEREBY MODIFIED/SUPPLEMENTED BY THE TERMS OF THAT CERTAIN RIDER TO DEED OF TRUST WHICH IS ATTACHED TO THIS DEED OF TRUST AND HEREBY INCORPORATED BY REFERENCE.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision a, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585

Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	459	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego					

SERIES 5 Book 1964, Page 149774

shall inure to and bind the parties hereto, with respect to the property above described. said agreements, terms and provisions contained in said subdivision A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

TRUSTOR

Doniell N. Strobehn

Printed Name: DONIELL N. STROBEHN

Luis J. Suarez

Printed Name: LUIS J. SUAREZ

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

- 1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
 - 2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
 - 3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
 - 4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- 5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from the date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

- 1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- 2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- 3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- 4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
- 5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or be a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 6) That upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which

notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO _____, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes and of all indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

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)

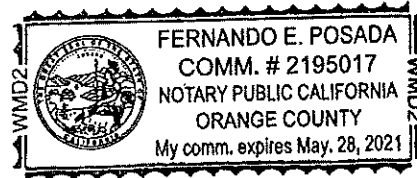
On October 13, 2017 before me, Fernando E. Posada, Notary Public
(insert name and title of the officer)

personally appeared DONIELL N. STROBEHN AND LUIS J. SUAREZ, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



RIDER TO DEED OF TRUST WITH ASSIGNMENT OF RENTS
(Home Purchase Loan with Shared Appreciation & Option to Purchase)

THIS RIDER TO DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Rider**") is attached to and incorporated by reference to that certain Deed of Trust With Assignment of Rents, executed by DONIELL N. STROBEHN AND LUIS J. SUAREZ, wife and husband as community property with rights of survivorship, as "**Trustor**," naming First American Title Company, as "**Trustee**," in favor of the IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic, as "**Beneficiary**." The Deed of Trust, as hereby modified/supplemented by this Rider, is hereinafter referred to as the "**Deed of Trust**."

The following documents are incorporated herein by reference:

- a. The Regulatory Agreement and Declaration of Covenants and Restrictions (Home Purchase Loan with Shared Appreciation & Option to Purchase) by and between Trustor as "Owner" and Beneficiary as "Authority" of even date herewith ("**Affordable Housing Agreement**"), which sets forth terms and conditions for Beneficiary's loan of the Loan (as defined below) to Trustor.
- b. The Promissory Note Secured by Deed of Trust ("**Note**"), of even date herewith with Trustor as "Borrower" and Beneficiary as "Authority" or "Lender," in the principal amount of Three Hundred Twelve Thousand Three Hundred Fifty Dollars (\$312,350) ("**Loan**" or "**Note Amount**"), for which this Deed of Trust is security.

All terms which are not defined in this Deed of Trust shall have the meaning given in the Affordable Housing Agreement

The parties hereto agree:

1. Obligations Secured. Trustor makes this grant and assignment for the purpose of securing the following obligations:

- a. Payment to Beneficiary of the Loan and all indebtedness at any time owing under the terms of the Note;
- b. Payment and performance of all obligations of Trustor under this Deed of Trust;
- c. Payment and performance of all obligations of Trustor under the Affordable Housing Agreement;
- d. Payment and performance of all future advances and other obligations of Trustor or any other person, firm, or entity with the approval of Trustor, may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when the obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and
- e. All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced.

2. **No Renting or Leasing.** Trustor acknowledges and agrees that Trustor shall occupy the Property as Trustor's principal residence in accordance with the Affordable Housing Agreement and shall not rent or lease the Property. Nothing in the Deed of Trust including the assignment of rents shall be interpreted or construed to permit the Trustor to rent or lease the Property.

3. **Mortgagee-in-Possession.** Neither the assignment of rents set forth in the Deed of Trust nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property, unless Beneficiary, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property by such receiver, be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property.

4. **Restriction on Transfer of Property; Beneficiary's Right to Accelerate.** In no event shall Borrower transfer any portion of the Property in violation of Sections 4 and 5 of the Affordable Housing Agreement without the prior express written consent of Authority, which consent shall be given by Authority only in the event that Authority determines that the assignee or transferee is an Eligible Person or Family, that the assignee's or transferee's monthly housing payments are at an Affordable Housing Cost, and that the assignee or transferee has expressly assumed the Note and the Affordable Housing Agreement by execution of a written assignment document to be provided by the Authority. Violation of the transfer restrictions can result in the acceleration of Note as provided in the Affordable Housing Agreement.

5. **No Cure.** In the event Beneficiary collects and receives any rents under the Deed of Trust upon any default hereof, such collection or receipt shall in no way constitute a curing of the default.

6. **Beneficiary Option to Purchase.** NOTICE IS HEREBY GIVEN THAT TRUSTOR HAS GRANTED TO BENEFICIARY AN OPTION TO PURCHASE THE PROPERTY, THE TERMS OF WHICH ARE SET FORTH IN THE AFFORDABLE HOUSING AGREEMENT.

7. **Special Provision.** UPON FORECLOSURE OF THE FIRST LIEN (AS DEFINED IN THE AFFORDABLE HOUSING AGREEMENT), ACCEPTANCE BY THE FIRST LIENHOLDER OF A DEED IN LIEU OF FORECLOSURE, OR ASSIGNMENT OF RECORD OF THE FIRST LIEN, TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, ALL RESALE AND OCCUPANCY RESTRICTIONS SET FORTH IN THE AFFORDABLE HOUSING AGREEMENT SHALL AUTOMATICALLY BE FOREVER TERMINATED AND SHALL HAVE NO FURTHER FORCE OR EFFECT AS TO THE PROPERTY OR ANY TRANSFEREE THEREAFTER.

8. **Waiver.** No delay or omission by Beneficiary in exercising any right or power accruing upon the compliance or failure of performance by Trustor hereto under the provisions of this Deed of Trust shall impair any such right or power or be construed to be a waiver thereof. A waiver by Beneficiary of a breach of, Event of Acceleration, or any other of any failure of performance by Trustor of any of the covenants, conditions or agreements hereof to be performed by Trustor shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

IN WITNESS WHEREOF, Trustor has executed this Rider to be effective for all purposes as of the day and year first set forth above.

TRUSTOR:

Doniell N. Strobehn

Printed Name: DONIELL N. STROBEHN

Luis J. Suarez

Printed Name: LUIS J. SUAREZ

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All that certain property located in the State of California, County of Los Angeles, City of Irwindale, legally described as follows:

LOT 1 OF TRACT NO. 72835 IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1388, PAGE(S) 74, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8417-033-097

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
IRWINDALE HOUSING
AUTHORITY
5050 N IRWINDALE AVENUE
IRWINDALE, CA 91706

ESCROW NO:
TITLE ORDER NO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from payment of a recording fee pursuant to Government Code Section 6103

APN: 8417-033-097

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, is made October ____, 2025, by DONIELL N. STROBEHN and PABLO GAMEZ, husband and wife as joint tenants, owners of the land hereinafter described and hereinafter referred to as "Owner," and IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic, present owner and holder of the Regulatory Agreement and Declaration of Covenants Running with Land ("Regulatory Agreement") and Deed of Trust with Assignment of Rents and Rider to Deed of Trust with Assignment of Rents ("Agency Deed of Trust"), both dated July 18, 2017, hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, DONIELL N. STROBEHN and LUIZ J. SUAREZ ("Prior Owner") did execute the Agency Deed of Trust in favor of the IRWINDALE HOUSING AUTHORITY to First American Title Insurance Company, Trustee, which Agency Deed of Trust was recorded on October 19, 2017 as document no. 20171198033, and Prior Owner did execute the Regulatory Agreement in favor of IRWINDALE HOUSING AUTHORITY, which Regulatory Agreement was recorded October 19, 2017 as document no. 20171198031, Official Records of said county covering:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF TRACT NO. 72835, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1388, PAGE(S) 74, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note not to exceed the sum of ONE HUNDRED FORTY NINE THOUSAND SIXTY THREE DOLLARS (\$149,063.00), in favor of:

LOANLEADERS OF AMERICA, INC.

hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which deed of trust ("Lender Deed of Trust") is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Lender Deed of Trust shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Agency Deed of Trust; and

WHEREAS, Lender is willing to make said loan provided the Lender Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Agency Deed of Trust and Regulatory Agreement first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Agency Deed of Trust and Regulatory Agreement first above mentioned to the lien or charge of the Lender Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Lender Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Agency Deed of Trust and Regulatory Agreement first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said Lender Deed of Trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Agency Deed of Trust and Regulatory Agreement above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Agency Deed of Trust and Regulatory Agreement first above mentioned to the lien or charge of the Lender Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the Agency Deed of Trust and Regulatory Agreement first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (A) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Agency Deed of Trust and Regulatory Agreement first above mentioned in favor of the lien or charge upon said land of the Lender Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (B) An endorsement has been placed upon the note secured by the Agency Deed of Trust and Regulatory Agreement first above mentioned that said Agency Deed of Trust and Regulatory Agreement have by this instrument been subordinated to the lien or charge of the Lender Deed of Trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN,

A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN
IMPROVEMENT OF THE LAND.

**IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT,
THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.**

“BENEFICIARY”

IRWINDALE HOUSING AUTHORITY, a public body,
corporate and politic

Julian Miranda, Executive Director

ATTEST:

Laura M. Nieto, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian Guerra, Authority Counsel

“OWNER”

DONIELL N. STROBEHN

Doniell N. Strobehn

PABLO GAMEZ

Pablo Gamez

STATE OF CALIFORNIA)
)
) §
County of _____)

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____ a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, 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 of Notary

(Affix seal here)

AMENDED AND RESTATED SUBORDINATION POLICY

Effective October 6, 2025
(Originally Adopted December 8, 2021)

Purpose and Applicability:

This Amended and Restated Subordination Policy ("Policy") is intended to standardize the manner in which subordination requests are submitted and approved by the Irwindale Housing Authority ("Authority") for all Authority housing programs. The Authority Board shall approve or deny all subordination requests.

Effects of Subordination:

Subordination occurs where one creditor voluntarily agrees to become ranked behind another creditor in priority for purposes of collecting repayment from a debtor, and it is effectuated via a subordination agreement. The priority of debts is significant when a debtor defaults on payments or declares bankruptcy, as the party subordinating its debt will only collect on a debt owed when and if the obligation to the primary (or first lien) lender has been fully satisfied in the event of foreclosure and liquidation and only then to the extent there are monies left over. Therefore, when an affordable housing property owner seeks a refinance of its existing loan obtained from a private lender or seeks to take out a second mortgage, or alternatively, when a new affordable housing property owner acquires an affordable housing unit and takes out a new loan from a private lender, and the Authority is asked to subordinate its loan to any of these new loans, the Authority, if it agrees to subordinate, will be assuming the risk of not being repaid either partly or in full.

Requirements for Approving Subordinations:

Loans given by the Authority to an affordable housing property owner secured by a trust deed shall not be subordinated to any loan due to refinancing or for any other reason, except that the Authority may consider subordinating its position when all of the following requirements are satisfied:

- For refinances, approval of the subordination request will result in borrower's monthly financial housing obligations being decreased. For example, the refinance must involve a lower interest rate or a conversion from an adjustable or short-term fixed rate loan to a fully-fixed rate loan, resulting in a lower monthly mortgage payment. **However, for good cause shown as determined by the Board, including but not limited to circumstances where the borrower proposes to act in compliance with the Regulatory Agreement that generally governs loans made from the Authority (or its predecessor) to the borrower, approval may also be granted where the new monthly mortgage payment amount (i) does not exceed 125% of the current mortgage payment, or (ii) does not exceed the existing mortgage payment by more than \$300.**

- A fair market appraisal of the property is obtained by the lender except as expressly provided elsewhere in this Policy. The cost of the appraisal will be paid by the property owner;
- When an appraisal is required, a copy of the appraisal must be submitted to the Authority for its review;
- All debt on the property must not exceed 80% of the property value;
- The property owner does not receive cash out of the new loan unless the owner can prove that the cash will be used only to cure an emergency situation pertaining to the condition of the property, which is verified by the Authority. The cash out of the refinancing may not be used to consolidate existing household or credit card bills; and
- The property owner must provide Authority staff all the applicable documentation listed in the Subordination Requirements Checklist attached as Exhibit "A" to this Policy.

For the Home Improvement Program Only:

- If the property owner has sufficient equity in the property to provide a total loan-to-value ratio on the property that is less than 60%, so long as the above-referenced requirements are met, serious consideration is to be given in favor of approving a request for subordination to a new loan that will allow the owner to access his/her equity in an amount that will maintain the 60% loan-to-value ratio.

Cashing out on a refinance means borrower receiving a new loan in an amount exceeding the pay-off balance due under the current balance of the loan being refinanced plus customary and reasonable loan closing costs and expenses such as lender points and fees, title, escrow and recording charges. Any cash out prohibition or limitation in connection with any subordination to refinancing helps ensure sufficient equity is maintained in the home in the event of foreclosure of the new loan where the Authority is left to seek repayment of its loan only once the prior lien is satisfied.

Additionally, there are times when an appraisal may not be needed. For example, for certain Fannie Mae loans, Fannie Mae does not require appraisals and instead relies on comparable sales data in connection with refinance approvals.

EXHIBIT “A”
SUBORDINATION REQUIREMENTS CHECKLIST



Subordination Requirements

- ☐ 1. Signed Authorization to Disclose Information.
- ☐ 2. Evidence of **VALID** home owner's insurance, showing the Irwindale Housing Authority as additional insured must be provided.
- ☐ 3. The request to Subordinate must be in writing from the property owner. The written request is to include:
 - i. Name of the property owner(s)
 - ii. Property address
 - iii. Current 1st Trust Deed terms (including but not limited to name of mortgage company, interest rate, payment history of property owner, total amount owed, etc...)
 - iv. A statement indicating that all debt on the property does not exceed 80% of the appraised value, prior to Refinancing.
 - v. Household Information: Annual Income, # of people in household, bedroom count for property.
 - vi. A statement indicating the purpose/reason for cash-out, if applicable.
- ☐ 4. New Loan - Uniform Residential Loan Application
- ☐ 5. New Loan - Uniform Underwriting and Transmittal Summary
- ☐ 6. New Loan – Loan Estimate
- ☐ 7. New Loan – Closing Disclosure
- ☐ 8. Demand for Payoff on all loans (other than Irwindale Community Redevelopment Agency/Irwindale Housing Authority Loan) on property.
- ☐ 9. Existing Loans – Promissory Note
- ☐ 10. Existing Loans – Demand for Payoff
- ☐ 11. A current appraisal report (dated within 30 days of the written request) is REQUIRED. The cost of the appraisal report will be the sole responsibility of the property owner.
- ☐ 12. Title Commitment

Cash-out Requests require Irwindale Housing Authority Board Approval. The Board meets the 2nd and 4th Wednesday of every month. In order for the request to be placed on the Board agenda all of the required items listed above must be submitted, reviewed and approved by staff 10 days prior to the scheduled meeting. Failure to meet this deadline will delay the Board's consideration of this matter.

- ☐ 13. The Authority will consider on a case-by-case basis, requests for cash-out beyond that described above only if the owner can prove that the cash will be used only to cure an emergency situation pertaining to the condition of the property, which is verified by the Agency. The cash out of the refinancing may not be used to consolidate existing household or credit card bills.
- ☐ 14. If the requirements under paragraphs 1 through 12 above are met, the Authority may allow the property owner to refinance, with no cash out. If the requirements under paragraphs 1 through 13 are met, the Authority may allow the property owner to refinance and take cash out.

Information should be addressed to the following:

Irwindale Housing Authority

Attn: Housing Department

5050 N Irwindale Avenue

Irwindale, CA 91706

Or e-mail to flopez@irwindaleca.gov Questions: Call Fernando Lopez 626-430-2269

City of
IRWINDALE
AGENDA REPORT

Date: October 6, 2025

To: Honorable Chair and Members of the Housing Authority Board

From: Julian A. Miranda, Executive Director

Issue: Irwindale Housing Authority Annual Report for Fiscal Year (FY) 2024-2025

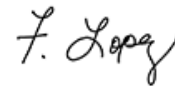
Executive Director's Recommendation:

Receive and file the FY 2024-2025 Irwindale Housing Authority Annual Report and direct that such report be filed with the City of Irwindale City Clerk's office and the Department of Housing and Community Development.

Administrative Action:

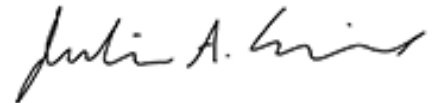
Submitted / Prepared by:

Fernando Lopez, Housing Coordinator



Approved by:

Julian A. Miranda, Executive Director



Background and Analysis:

FY 2024-2025 Irwindale Housing Authority Annual Report

California Health and Safety Code ("HSC") Section 34328 states that at least once each year, "an authority shall file with the clerk of the respective city or county and with the Department of Housing and Community Development a report of its activities for the preceding year." HSC Section 34328.1 states that such report ("Annual Report") be filed with the HCD on October 1 of each year.

The Authority retained the services of RSG to prepare the Authority's Annual Report for Fiscal Year 2024-2025, which was to be submitted to HCD by October 1, 2025. Additionally, a copy of the Annual Report must be filed with the City of Irwindale ("City") City Clerk. The Annual Report for the Authority (Attachment 1) covers all the activities that have occurred during FY 2024-2025, including housing unit compliance with affordability requirements, activities concerning existing debt obligations, land transactions and development.

The Annual Report must specifically document any notice of terminations issued to domestic violence victims or terminations of Section 8 vouchers held by domestic violence victims, whether the termination notices resulted in the victim vacating the premises, and any steps the Authority may have taken to assist the victim(s). The property manager for the Irwindale Las Casitas Authority-owned property reports that no notices of terminations were issued nor were Section 8 voucher victims of domestic violence terminated.

The Annual Report must include all debt obligations issued during FY 2024-2025. The Authority did not issue any bonds or enter into any finance agreements during the fiscal year. In FY 2024-2025.

All land transactions and development activities that occurred during the year must be listed, such as property purchases, rehabilitation, leases, land sales, operational changes, and establishment of special trust funds. The Authority did not purchase, rehabilitate, lease, sell, make any operational changes, or establish special trust funds in FY 2024-2025.

At least 20% of all units in housing projects assisted by the Authority must be available to lower-income persons. The affordability levels of the assets overseen by the Authority are in compliance.

Fiscal Impact:

An independent audit of the Irwindale Housing Successor is conducted annually and will be presented upon completion of the Irwindale Housing Successor Financial Statement Report.

Attachments:

1. FY 2024-2025 Irwindale Housing Authority Annual Report



ANNUAL REPORT

IRWINDALE HOUSING AUTHORITY

Fiscal Year 2024-25

SUMMARY

This is the Annual Report for the Irwindale Housing Authority (“Authority”) required by California Health and Safety Code (“HSC”) Section 34328. It describes the Authority’s activities during the 2024-25 fiscal year (“FY”), including housing unit compliance with affordability requirements, activities concerning existing debt obligations, as well as land transactions and development.

An annual report must be filed with the City Clerk and sent to the California Department of Housing and Community Development (“HCD”) by October 1 annually.

LEGAL AUTHORITY

Housing Authorities are distinct, autonomous, legal entities that derive their powers from State statute. It is the intent of the State legislature that housing authorities function as local entities with the primary responsibility of providing housing for very low- and low-income households. The HSC, beginning with Section 34200, provides the framework for a local housing authority through a resolution of the local governing body. In the case of the City of Irwindale (“City”), the City Council of the City of Irwindale (“City Council”) resolved that the Authority should exercise its powers. The resolution adopted by the local governing body must be accompanied by a finding that either of the following is true:

- 1) Unsanitary or unsafe housing exists in the city, or
- 2) There is a shortage of safe or sanitary housing available to persons of low income.

On August 27, 1987, the City Council adopted Resolution No. 87-15-1117, confirming that the two above findings were met to establish a housing authority in accordance with the California Housing Authorities Law (HSC Section 34200, *et. seq.*).

ORGANIZATION OF THE AUTHORITY

The City Council members serve as the Board of Commissioners of the Authority (“Housing Authority Board”), currently: Larry G. Burrola, Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia, and H. Manuel Ortiz. Julian A. Miranda serves as the Executive Director of the Authority.

The Authority conducts its regular meetings on the second and fourth Wednesday of each month at 6:30 p.m. at the Irwindale City Hall Council Chamber, located at 5050 North Irwindale Avenue, Irwindale, California, or at such other place that the Authority designates by resolution.

OBJECTIVES OF THE HOUSING AUTHORITY

For many Housing Authorities, the primary role is to interact with the U.S. Department of Housing and Urban Development (“HUD”) on behalf of their communities. Authorities can own and operate housing developments, which alleviates the need to find prospective

owners or operators for the units created. Additionally, the Authority can acquire and assemble land for housing developments without the need to document blighting conditions.

Per the resolution creating the Authority in 1987, the Authority's objective is "to provide for suitable, safe and sanitary housing opportunities for Irwindale residents."

The housing assets administered by the Authority include those transferred from the former Irwindale Community Redevelopment Agency ("ICRA"), including beneficial interests in loans and interests under affordability covenants. The assets formerly held by the ICRA and transferred to the Authority are described in more detail in this report.

LEGISLATIVE ACTIVITY

All redevelopment agencies in the state were dissolved on February 1, 2012, as a result of Assembly Bill ("AB") x1 26. This dramatic change resulted in the complete elimination of local property tax dollars earmarked for affordable housing on an ongoing basis; no substitute funding source was or has since been provided. Thus, housing authorities have been left in a challenging position – the need for them is greater than ever, but a key funding source has been eliminated.

Under ABx1 26, the assets of a former redevelopment agency are divided into two categories. Non-housing assets were transferred to newly formed successor agencies for disposition, and housing assets were transferred to selected housing successor entities. Pursuant to Resolution No. 2012-04, on January 20, 2012, the City elected to designate the Authority as the City's housing successor as allowed by law. ABx1 26, as amended by AB 1484 and Senate Bill ("SB") 107 (together, the "Dissolution Act") indicate that the transfer includes "all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the agency, excluding any amounts in the Low and Moderate Income Housing Fund." Thus, the Successor Agency to the former ICRA ("Successor Agency") effectuated the transfer of several assets held by ICRA to the Authority, pursuant to the Dissolution Act. The asset transfers were approved by the Oversight Board to the Successor Agency ("OB") on May 16, 2013, by Resolution No. OB 2013-03-009, pursuant to HSC Sections 34177 and 34181.

The asset transfers were subject to review and approval by the California Department of Finance ("DOF"), pursuant to HSC Section 34176. As part of the review process, the Authority submitted a Housing Asset Transfer Form to the DOF on August 1, 2012. The DOF issued a letter on September 5, 2012, stating that it did not object to any of the transfers. A copy of Resolution No. OB 2013-03-009 is provided as Appendix 1. A copy of the Housing Asset Transfer Form approved by the DOF is provided as Appendix 2.

Additionally, the State legislature adopted SB 341 on October 13, 2013, to clarify the functions of successor housing entities. SB 341 and subsequent bills that clarified and

amended the language in SB 341 are codified in HSC Section 34176.1 and require successor housing entities to prepare an annual report documenting compliance with certain requirements (“Housing Successor Compliance Report” or “SB 341 Report”). Authority staff is in the process of auditing its financials and other information and will prepare its FY 2024-25 Successor Compliance Report under separate cover for submission to HCD by the end of 2025. More information is contained in Appendix 3.

CONTENTS OF THE AUTHORITY’S ANNUAL REPORT

State Law establishes three main components to an annual report from a housing authority. Accordingly, this Annual Report has been developed to:

- Provide a complete report of activities during FY 2024-25, including any bond issuances, loans, or finance agreements into which the Authority entered;
- Show compliance with requirements of HSC Section 34312.3, such as the minimum amount of housing units affordable to lower income in projects assisted by the Authority with bonds, and document established base rents and/or maximum rental payments for lower income households; and
- Document any termination of tenancies or Housing Choice Voucher Program (formerly Section 8) vouchers of domestic violence victims as required by HSC Section 34328.1.

In addition, per HSC Section 34328.1, an Authority’s filing of their annual report may include “recommendations for needed legislation to carry on properly a program of housing and community development in this state.” Recommendations are included at the end of this report.

HOUSING AUTHORITY DEBT OBLIGATIONS

Pursuant to HSC Sections 34328 and 34328.1, the Authority must provide a complete report of its activities during the prior fiscal year, which includes bonds, financing agreements, and loans for multi-family rental housing projects.

Bonds

The Authority did not issue any bonds during FY 2024-25.

Financing Agreements

The Authority did not enter into any financing agreements during FY 2024-25.

Loans

The Authority did not enter into any loan agreements during FY 2024-25. Note that, when the Authority became the housing successor to the former ICRA, 111 loans issued to single-family homeowners by the former ICRA were transferred to the Authority. The 111 loans included 42 home subsidy loans and 69 home improvement loans. The loan transfers were approved by the DOF as part of the Housing Asset Transfer Form and are listed in Exhibit D of Appendix 2. As of August 1, 2012, when the Housing Asset List was submitted to the DOF, the outstanding loan balance was \$13,172,034.90. Of the 111 loans, the latest repayment date is November 18, 2055. As of June 30, 2025, 18 loans have been paid off or forgiven since they were transferred in 2012, leaving 93 outstanding.

Any future financing for the acquisition, construction, rehabilitation, or development of housing through the issuance of bonds, construction loans, mortgage loans, and/or financing agreements will be documented and provided in future Annual Reports.

LAND TRANSACTIONS AND DEVELOPMENT

HSC Section 34312.3 requires the Annual Report to include a discussion of all prior year activities of the Authority related to the development or transaction of land for the purposes of increasing the supply of affordable housing for low- and moderate-income households. Specific activities consist of the development, rehabilitation, or financing of housing projects assisted by the Authority, conveyance of surplus lands to a developer, or the establishment of a special trust fund or account to fund housing activities.

During FY 2024-25, the Authority entered into escrow to acquire 4846 Irwindale Avenue for the development of affordable housing. Escrow is anticipated to close in September 2025 at a purchase price of \$580,000, with additional costs of \$3,000 for escrow closing and \$2,400 for environmental consulting services.

In FY 2024-25, the Authority also completed two property acquisitions that were first initiated in FY 2023-24. The first is the leasehold interest in the Las Casitas Senior Apartments located at 5164 Ayon Avenue ("Las Casitas"). Las Casitas includes 25 affordable units affordable to extremely low-, very low-, low-, and moderate-income senior households and 1 manager unit. The 32,760-square-foot property features landscaping, one elevator, and a clubhouse that includes a TV room, dining table, kitchen, laundry room, and an outdoor covered patio area with a barbecue. The Authority already owned the underlying land and had previously entered into a Lease Agreement in May 1995 with The Northridge Group, Inc. to develop and operate the complex. In FY 2024-25, the Authority acquired the leasehold interest from The Northridge Group, Inc. and retained The Northridge Group, Inc. as property manager. The Authority intends to rehabilitate the property.

The second completed acquisition was the commercial property at 16154–16158 Arrow Highway. The property was previously used as a construction contractor yard and is currently vacant with a deteriorated structure and discarded items from the prior business. Due to its location on a major thoroughfare and proximity to the City’s Civic Center, the site is considered suitable for affordable housing development.

IMD Enterprises, LLC “Mayans Project”

Since 2013, the Authority has been implementing the Disposition and Development Agreement (“DDA”) with IMD Enterprises, LLC for the Mayans Project, an affordable housing project. The original DDA for the project was entered into by and between the Authority and IMD Enterprises on December 18, 2013, for the rehabilitation of two single-family homes and the construction of 16 new single-family homes. The first addendum to the DDA, dated October 14, 2015 (“First DDA Addendum”), added three single-family homes to the Mayans Project, which includes one newly constructed home and two rehabilitated homes. The second addendum to the DDA, dated April 11, 2018 (“Second DDA Addendum”), added one parcel to the project for the construction and rehabilitation of two additional homes. The third addendum to the DDA, dated July 11, 2018 (“Third DDA Addendum”), documented the approval of two change orders necessitated due to unforeseen circumstances. The fourth addendum to the DDA, dated September 12, 2018 (“Fourth DDA Addendum”), added three properties to the project for the construction of 11 new homes.

Pursuant to the DDA and the addendums, the Authority has sold several properties to IMD Enterprises, and IMD Enterprises has been rehabilitating and constructing units to be sold to extremely low- to moderate-income households. The Authority provides loans to the homebuyers with covenants restricting affordability at the properties for 45 years. As of the end of the FY 2023-24, the Mayans Project was complete, with 34 homes constructed or rehabilitated and subsequently sold to qualifying households. There have been no changes in FY 2024-25.

Land Disposition and Compliance

HSC Sections 33334.16 and 34176.1(e) require housing successor agencies to initiate activities to develop affordable housing on undeveloped property transferred from the former redevelopment agency within five years from the date that the DOF approved the transfer of the housing assets. Housing successors that are out of compliance with this requirement must sell the undeveloped properties and deposit the sales proceeds in the housing successor’s Low and Moderate Income Housing Asset Fund (“LMIHAF”) to fund other affordable housing activities. The HSC allows for one five-year extension of the original five-year deadline.

In the Authority’s case, the original five-year deadline was September 5, 2017. As of that date, the Authority owned three undeveloped properties that were transferred from the former

redevelopment agency, all of which were proposed to be sold to Panattoni Development Company, Inc. ("Panattoni"). In August 2013, the Authority entered into a DDA with Panattoni (which was amended in June 2015 and again in May 2018) with the intent of selling the three Authority-owned properties (16203, 16223, and 16233 Arrow Highway) to Panattoni. Because the Arrow Highway properties were subject to a DDA between the Authority and Panattoni as of September 5, 2017, the Authority was in compliance with the five-year deadline. Nonetheless, out of an abundance of caution, the Housing Authority Board adopted a resolution in December 2017 that extended the deadline for five years to September 5, 2022. The Authority completed the sale of the Arrow Highway properties to Panattoni on April 3, 2020 for \$4,150,000. The sales proceeds were designated for affordable housing. Thus, the Authority complied with the property disposition deadline.

The Authority did not sell any property in FY 2024-25. Any future developments or land transactions will be documented and reported in subsequent Annual Reports.

HOUSING UNIT COMPLIANCE

As set forth by HSC Sections 34328 and 34328.1, housing authorities are required to:

- Show compliance with requirements of HSC Section 34312.3, such as the minimum amount of housing units affordable to lower income persons in projects assisted by the Authority, and established base rents and/or maximum rental payments for lower income households; and
- Document any termination of tenancies or Housing Choice Vouchers of victims of domestic violence as required by HSC Section 34328.1.

The following subsections provide a summary of the Authority's progress toward the requirements listed above.

Housing Affordability Requirement

Assets transferred from the ICRA to the Authority are subject to both California Community Redevelopment Law ("CRL"), codified in HSC Section 33000 *et. seq.*, and Housing Authorities Law ("HAL"), codified in HSC Section 34200 *et. seq.* The CRL and HAL have different requirements relating to housing production, expenditure limitations, adjustments for family size, affordability restriction durations, and other regulatory requirements.

Pursuant to the CRL, at least 15% of all newly constructed or substantially rehabilitated units must be affordable to very low- to moderate-income households (HSC Section 33413). Pursuant to the HAL, at least 20% of the units in housing projects assisted by the Authority, or 15% in targeted areas, must be affordable to persons of low income (HSC Section 34312.3(c)). If housing projects are financed by bonds issued by the Authority, at least 10% of the units must be available to persons of very low income.

IRWINDALE HOUSING AUTHORITY

Fiscal Year 2024-25 Annual Report

As summarized in Table 1, the affordability levels of the 25 Las Casitas units (pursuant to the related DDA) and the 122 active restrictive covenants comply with both the CRL and the HAL. Although the HAL discourages housing authorities from assisting moderate-income households, Authority properties with moderate-income units fulfill the requirements of the CRL. Any future development will satisfy both CRL and HAL requirements as necessary.

Affordability Levels								Table 1		
Irwindale Housing Authority										
Asset	Units by Income Level								Total	
	Extremely Low		Very Low		Low		Moderate			
	#	%	#	%	#	%	#	%	#	%
Las Casitas Senior Apartment Complex	9	36%	6	24%	5	20%	5	20%	25	100%
Restrictive Covenants	4	3%	32	26%	46	38%	40	33%	122	100%
Total	13	9%	38	26%	51	35%	45	31%	147	100%
Total Moderate Income or Below									100%	
Total Low Income or Below									69%	
Total Very Low Income or Below									35%	

The Authority acquired one multi-family property assisted by the former ICRA, the Las Casitas Senior Apartment Complex. As stated above in the “Land Transactions and Development” section, the property is located at 5164 Ayon Avenue and includes 25 affordable units and 1 manager unit. In addition, the Authority assumed 104 restrictive covenants on single-family homes from the former ICRA. The covenants are listed in Exhibit A of Appendix 2. Since the covenants were transferred in 2012, 17 have expired, resulting in 87 remaining.

Since FY 2015-16, the Authority has established 35 new covenants. Of the 35 covenants, 34 are related to loans issued to buyers of Mayans Project units. The Authority established 3 covenants in FY 2015-16, 1 covenant in FY 2016-17, 14 covenants in FY 2017-18, 3 covenants in FY 2018-19, 6 covenants in FY 2019-20, 1 covenant in FY 2020-21, and 7 in FY 2021-22. The Authority did not establish any new covenants between FY 2022-23 and FY 2024-25.

Base & Maximum Rents

HSC Section 34312 states that a housing authority may “prepare, carry out, acquire, lease, and operate housing projects for persons of low income.” As part of this authority, HSC Section 34312.3 establishes a set of guidelines to determine base and maximum rents that can be charged for units reserved for lower income households. According to HSC Section 34312.3, rental payments for very low- and low-income households shall not exceed the amounts established by HCD. Appendix 4 details the maximum rental payments that the Authority can charge for lower income households.

Table 2 below shows the rents charged at Las Casitas, the sole affordable housing rental project overseen by the Authority.

Rental Rates **Table 2**
Irwindale Housing Authority

Property	Income Level of Household	Unit Size	# of Units ¹	Co. Max. Rent ²	Tenant-Paid Rent Range ³
Las Casitas	Extremely Low	1-bed	18	\$640	\$221–\$510
	Very Low	1-bed	3	\$1,066	\$585–804
	Low	1-bed	1	\$2,424	\$1,071–\$1,093
	Moderate	1-bed	0	\$2,558	N/A

¹ The units described above exclude one on-site manager unit and one market-rate unit.

² County-wide maximum allowable rent before deducting the utility allowance pursuant to HSC Section 50053.

³ Aggregated by rental range to protect privacy. Monthly rent includes the utility allowance and does not include Authority subsidies. The data in the above table is current as of December 2024 (certified in June 2025).

Termination of Domestic Violence Tenancies and Housing Choice Vouchers

State law requires that a housing authority annually disclose data related to domestic violence incidents in units owned or operated by the housing authority. Specifically, the data must include:

- Data on termination of tenancies and/or Housing Choice Vouchers of victims of domestic violence in housing authority units; and
- Summary of steps taken by the housing authority to address any termination of tenancies and/or Housing Choice Vouchers of victims of domestic violence.

In FY 2024-25, the Authority did not terminate any tenants who are victims of domestic violence. The Housing Authority does not currently administer Housing Choice Vouchers, so the requirements regarding Housing Choice Vouchers are not applicable.

FINANCIAL STATEMENT/BUDGET

Table 3 presents a summary of the Authority's FY 2024-25 projected versus actual revenues and expenditures by category. Actual revenues were \$446,429 more than expected, and expenditures were \$121,085 less than projected. As noted in the table, adjustments may be made as year-end accounting is finalized.

Statement of Revenue & Expenditures¹ **Table 3**

	Projected 2024-25	Actual 2024-25
REVENUE		
Interest Income	\$ 25,000.00	\$ 220,779.74
Investment Unrealized Loss / (Gain)	-	27,309.10
Loan Repayments	-	219,481.96
Other & Miscellaneous Income	-	3,858.67
Total Revenues	\$ 25,000.00	\$ 471,429.47
EXPENSES		
Contract Services:		
Agency/Authority Meeting Stipend Reimbursement	\$ 7,330.00	\$ 1,547.34
Mileage Reimbursement	100.00	-
Memberships & Subscriptions	10,963.66	10,913.66
Housing/Rental Subsidy	11,103.53	11,103.53
Operating Supplies	1,076.02	420.00
Postage	1,500.00	-
Fuel	600.00	46.20
Contractual Svcs-Single Fam Hg	80,839.50	43,909.45
Property Management Services	30,000.00	25,250.00
Legal Services	154,001.47	85,435.08
Audit Services	5,534.00	5,534.00
General Liability Reimbursement	13,300.00	13,300.00
Admin/Personnel Reimbursement	252,340.00	250,144.12
Property Taxes/Parcel Levy	10,011.32	10,011.32
Total Expenses	\$ 578,699.50	\$ 457,614.70

¹ Adjustments may be made as year-end accounting is finalized.

Source: City of Irwindale Finance Department

LEGISLATIVE RECOMMENDATION

As discussed earlier in this report, the Legislature abolished all redevelopment agencies in the state, effective February 1, 2012. The elimination of redevelopment agencies in the manner prescribed by the Legislature means that there is no longer a regular source of local property tax dollars earmarked for affordable housing on an ongoing basis; in addition, no substitute funding source has been provided. It is recommended that the Legislature immediately relieve cities from requirements associated with the production of affordable housing given the expression of legislative priorities that has removed funding for affordable housing from local government.

Additionally, it is recommended that the Legislature provide a regular funding source for the monitoring, implementation and administration of affordable housing at the city level. Historically, the implementation of affordable housing as well as monitoring is a labor-intensive matter; simply put, such operations do not pay for themselves. In addition to removing housing set-aside dollars from the equation, the elimination of redevelopment agencies obviously has had severe impacts upon cities, which impacts promise to be felt for decades. Accordingly, the Legislature should refrain from adding requirements for additional reporting where this would amount to an unfunded mandate.

If the Legislature intends that cities maintain existing affordable housing resources, we recommend that the Legislature enact a measure which would treat ongoing administration and maintenance of existing affordable housing units and additional affordable housing units as an enforceable obligation for purposes of ABx1 26 and AB 1484.

APPENDIX 1: OVERSIGHT BOARD RESOLUTION NO. 2013-03-009

The Oversight Board to the Successor Agency approved Resolution No. OB 2013-03-009 on May 16, 2013, which effectuated the transfer of several assets from the former ICRA to the Authority, pursuant to HSC Sections 34177 and 34181. The resolution is attached on the following pages.

APPENDIX 2: HOUSING ASSET LIST

The Housing Asset List, attached on the following pages, shows assets transferred from the former ICRA to the Authority. All transfers were approved by the DOF on September 5, 2012, pursuant to HSC Section 34176.

APPENDIX 3: REPORT PURSUANT TO HEALTH AND SAFETY CODE SECTION 34176.1

Health and Safety Code Section 34176.1 requires successor housing entities to prepare an annual report detailing compliance with new expenditure limitations and other information (“Housing Successor Compliance Report” or “SB 341 Report”), including:

- Amounts deposited into the LMIHAF;
- Statement of the balance of the LMIHAF;
- Description of expenditures by category;
- Statutory value of real property;
- Description of transfers;
- Description of projects that receive funding through the Successor Agency’s Recognized Obligation Payment Schedule (ROPS);
- Status of properties pursuant to a five-year disposition period;
- Update on inclusionary and replacement housing obligations;
- Compliance with five-year expenditure obligations;
- Percentage of senior deed-restricted units; and
- Amount of excess surplus.

Additionally, the report must include an inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants, restrictions, or an adopted program that protects the former redevelopment agency’s investment of LMIHAF moneys.

Authority staff is in the process of auditing its financials and other information. The Housing Successor Compliance Report for Fiscal Year 2024-25 will be prepared under separate cover for submission to HCD by the end of 2025.

APPENDIX 4: 2025 LOS ANGELES COUNTY MAXIMUM RENTAL HOUSING COST LIMITS

APPENDIX 4: 2025 LOS ANGELES COUNTY MAXIMUM RENTAL HOUSING COST LIMITS

Los Angeles County - 2025

Affordable Rental Housing Cost Limits

	Acutely Low-Income				Extremely Low-Income		Very Low-Income		Low-Income			Moderate-Income		
Median Income	Number of		Qualifying Income Limit	Max. Rent 30% X 15%	Qualifying Income Limit	Max. Rent 30% X 30%	Qualifying Income Limit	Max. Rent 30% X 50%	Qualifying Income Limit	Maximum Rent Range		Qualifying Income Limit	Maximum Rent Range	
	Persons	Bedrooms								30% X 60%	30% X 80%		30% X 110%	30% X 120%
	H&S Code 50052.5 (h)		H&S Code 50053.(b)(1)		H&S Code 50053.(b)(2)		H&S Code 50053.(b)(3)		H&S Code 50053.(b)(4)			H&S Code 50053.(b)(5)		
\$74,600	One	Studio	\$11,200	\$280	\$31,850	\$560	\$53,000	\$933	\$84,850	\$1,119	\$2,121	\$89,950	\$2,052	\$2,249
\$85,300	Two	One	\$12,800	\$320	\$36,400	\$640	\$60,600	\$1,066	\$96,950	\$1,280	\$2,424	\$102,300	\$2,346	\$2,558
\$95,950	Three	Two	\$14,400	\$360	\$40,950	\$720	\$68,150	\$1,199	\$109,050	\$1,439	\$2,726	\$115,100	\$2,639	\$2,878
\$106,600	Four	Three	\$1,600	\$400	\$45,450	\$800	\$75,750	\$1,333	\$121,150	\$1,599	\$3,029	\$127,900	\$2,932	\$3,198
\$115,150	Five	Four	\$17,300	\$432	\$49,100	\$864	\$81,800	\$1,439	\$130,850	\$1,727	\$3,271	\$138,150	\$3,167	\$3,454
\$123,650	Six	Five	\$18,550	\$464	\$52,750	\$927	\$87,850	\$1,546	\$140,550	\$1,855	\$3,514	\$148,350	\$3,400	\$3,709
\$132,200	Seven	Six	\$19,850	\$496	\$56,400	\$992	\$93,900	\$1,653	\$150,250	\$1,983	\$3,756	\$158,600	\$3,636	\$3,965
\$140,700	Eight	Seven	\$21,100	\$528	\$60,000	\$1,055	\$100,000	\$1,759	\$159,950	\$2,111	\$3,999	\$168,850	\$3,869	\$4,221