# CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209

H. MANUEL ORTIZ
MAYOR

LARRY G. BURROLA
MAYOR PRO TEM

ALBERT F. AMBRIZ
COUNCILMEMBER

MARK A. BRECEDA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

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

**CITY COUNCIL**

**SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY**

**HOUSING AUTHORITY**

## APRIL 28, 2021

**SPECIAL JOINT MEETING – 5:30 P.M. - CLOSED SESSION**
**REGULAR MEETING - 6:30 P.M. - OPEN SESSION**

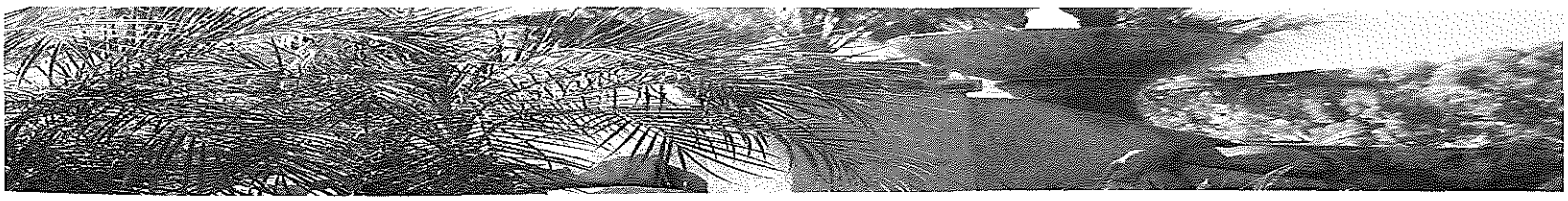
**IRWINDALE CITY COUNCIL CHAMBER**

**CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER**
*(Closed to the Public)*
*Pursuant to Executive Order N-29-20*

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor also issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still meeting state transparency requirements.

The public's health and well-being are the top priority for the City, and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting and opportunities to participate will also be available through the following options:

https://attendee.gotowebinar.com/rt/3484420930268753680



**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, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. 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).

# 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 JOINT MEETING OF THE CITY COUNCIL & HOUSING AUTHORITY**
**CLOSED SESSION – 5:30 P.M.**

**A. CALL TO ORDER**

**B. ROLL CALL:** **Councilmembers / Authority Members: Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia; Mayor Pro Tem / Vice Chair Larry G. Burrola; Mayor / Chair H. Manuel Ortiz**

**SPONTANEOUS COMMUNICATIONS**

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

**C. RECESS TO CLOSED SESSION**

1. **CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)**

   Pursuant to California Government Code Section 54957.6

   Agency Designated Representatives: William K. Tam, City Manager and Adrian Guerra, City Attorney

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

2. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (CITY COUNCIL)**

   Pursuant to California Government Code Section 54956.9(d)(1)

   Name of case: City of Irwindale As Successor Agency To The Irwindale Community Development Agency et al v. County of Los Angeles

   Case Number: Ventura County Superior Court Case No. 56-2015-00464100-CU-WM-VTA

3. **CONFERENCE WITH LEGAL COUNSEL – EXPOSURE TO LITIGATION (HOUSING AUTHORITY BOARD)**

   Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2), (e)(1)

   Number of potential cases: Two (2)

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

D. RECONVENE IN OPEN SESSION

E. REPORT FROM CLOSED SESSION

F. ADJOURNMENT

**OPEN SESSION – 6:30 P.M.**

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

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

E. CHANGES TO THE AGENDA

F. COUNCIL MEMBER TRAVEL REPORTS

G. COUNCILMEMBER COMMENTS

H. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

I. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Irwindale Chamber of Commerce Business of the Month – Pro Printing
2. Irwindale Chamber of Commerce Quarterly Update

**SPONTANEOUS COMMUNICATIONS**

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 3 minutes unless such time limits are extended.

**1. CONSENT CALENDAR**

*The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.*

A. Minutes

Recommendation: Approve the following minutes:

1. Special meeting held April 14, 2021
2. Regular meeting held April 14, 2021

***Department: Administration / City Clerk***

B. Warrants/Demands/Payroll

Recommendation: Approve

***Department: Finance***

C. Investment Quarterly Report for March 31, 2021 (Joint Item on Successor Agency and Housing Authority agendas)

Recommendation: Receive and file the Investment Quarterly Report for March 31, 2021.

***Department: Finance***

D. Agreement with Ralph Andersen & Associates for a Compensation Study Update

Recommendation: (1) Approve an agreement with Ralph Andersen & Associates for a Compensation Study update for a contract amount not to exceed $26,950 and authorize the City Manager to execute the necessary documents in a form approved by the City Attorney; and (2) **adopt Resolution No. 2021-20-3242** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN APPROPRIATION OF FUNDS NECESSARY FOR THE COMPLETION OF A COMPENSATION STUDY UPDATE".

***Department: Administration / Human Resources***

E. Approve the Use of COPS Grant Funds for the Purchase and Outfitting of Two Police Service Vehicles and Waive Formal Bidding Procedures

Recommendation: **Adopt Resolution No. 2021-23-3245** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE USE OF COPS GRANT FUNDS TOTALING $146,500 WITHIN THE COPS FUND BUDGET FOR THE PURCHASE AND

OUTFITTING OF TWO (2) POLICE VEHICLES WITH EMERGENCY SERVICE EQUIPMENT AND WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(H)" waiving further reading; waive formal bidding procedures per Irwindale Municipal Code Section 3.44.080(H); and approve the issuance of a purchase order for the procurement of one (1) 2022 Chevrolet Tahoe, one (1) 2021 Ford Police Utility Interceptor.

***Department: Police***

F. Resolution Approving the Donation to the Irwindale Educational Foundation

Recommendation: **Adopt Resolution No. 2021-24-3246** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION TO THE IRWINDALE EDUCATIONAL FOUNDATION OF THE USE OF A BILLBOARD DISPLAY IN THE CITY OF IRWINDALE AND APPROVING THE DONATION THERETO" reading by title only and waiving further reading thereof.

***Department: Administration***

G. Approval of COVID-19 Travel and Quarantine Policy

Recommendation: Approve the proposed COVID-19 Travel and Quarantine Policy.

***Department: Administration / Human Resources***

H. San Gabriel Valley Council of Governments Homeless Services Grant Appropriation

Recommendation: **Adopt Resolution No. 2021-27-3249** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ACCEPTANCE AND APPROPRIATION OF FUNDS FROM THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT IN THE AMOUNT OF $15,789 INTO THE STATE GRANT FUND FOR THE DEVELOPMENT AND IMPLEMENTATION OF HOMELESSNESS PROGRAMS".

***Department: Administration***

## 2. NEW BUSINESS

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

A. A Resolution to Extend the Existence of a Local Emergency regarding COVID-19 Pandemic

Recommendation: **Adopt Resolution No. 2021-26-3248** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44".

***Department: Administration***

B. City Council Term Limits

Recommendation: (1) Consider and discuss the information related to City Council members term limits; and (2) Provide direction to staff.

***Department: Administration / City Clerk***

## 3. PUBLIC HEARINGS

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

## 4. LEGISLATIVE UPDATE

A. Report on Pending Legislation

Recommendation: (1) Receive and file the 2021 Legislative Bills to Watch matrix; and Retroactively approve a letter executed by the Mayor in support of an appropriations request identified as the Valley County Water District, New Reservoirs Project.

***Department: Administration***

## 5. CITY MANAGER'S REPORT

## 6. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

## 7. ADJOURN

# SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

## SPONTANEOUS COMMUNICATIONS

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

**1. CONSENT CALENDAR**

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held April 14, 2021

***Department: Administration / City Clerk***

B. Warrants

Recommendation: Approve

***Department: Finance***

C. Investment Quarterly Report for March 31, 2021 (Joint Item on City Council and Housing Authority agendas)
Recommendation: Receive and file the Investment Quarterly Report for March 31, 2021.

***Department: Finance***

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

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

**4. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS**

**5. ADJOURN**

# HOUSING AUTHORITY

## SPONTANEOUS COMMUNICATIONS

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

## 1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held April 14, 2021

***Department: Administration / City Clerk***

B. Investment Quarterly Report for March 31, 2021 (Joint Item on City Council and Successor Agency)

Recommendation: Receive and file the Investment Quarterly Report for March 31, 2021.

***Department: Finance***

## 2. NEW BUSINESS

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

A. Mayans Housing Purchase Program Recertification

Recommendation: (1) Discuss the Mayans Housing Purchase Program Recertification; and (2) Provide direction to staff.

***Department: Administration***

B. Equity Sharing Policy

Recommendation: Approve concept of proposed equity sharing policy for Substantial Rehabilitation and First Time Homebuyer programs and direct Authority Counsel to prepare formal policy for approval.

***Department: Administration***

C. Consideration of Las Casitas Tenant Selection Process

Recommendation: Provide direction to staff with respect to any policy changes.

***Department: Administration***

**3. PUBLIC HEARINGS**

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

**4. FUTURE AGENDA ITEMS REQUESTED BY BOARD MEMBERS**

**5. ADJOURN**

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on April 28, 2021, be posted at the City Hall, Library, and Post Office on April 22, 2021.

*Laura M. Nieto, MMC*

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC ITEM 1A1

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

**APRIL 14, 2021**
**WEDNESDAY**
**6:02 P.M.**

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

**ROLL CALL:**

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

Present: William Tam, City Manager; Adrian Guerra, City Attorney; and Laura Nieto, Chief Deputy City Clerk

**SPONTANEOUS COMMUNICATIONS**

There were no speakers.

**RECESS TO CLOSED SESSION**

At 6:00 p.m., the City Council met in Closed Session to discuss the following:

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

Property: 16154 Arrow Highway (APNS 8417-029-024 and 025)
Agency Negotiator: William K. Tam, City Manager
Negotiating Parties: Rudolfo A. Dominguez Trustee
Under Negotiation: Price and terms of payment

ACTION: Discussed, direction provided, no reportable action (Councilmember Breceda recused himself from this matter due to a potential conflict of interest).

Conference with Legal Counsel – Exposure to Litigation
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2), (e)(1)

Number of Potential Cases: Two (2)

ACTION: Discussed; no reportable action taken.

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 6:31 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

CC ITEM 1A2

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

**APRIL 14, 2021**
**WEDNESDAY**
**6:31 P.M.**

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

**ROLL CALL:**

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

Present: William Tam, City Manager; Theresa Olivares, Assistant City Manager; Adrian Guerra, City Attorney; Ty Henshaw, Police Chief; Arsanious Hanna, City Engineer; Eva Carreon, Director of Finance; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Works Services Manager; Brandi Jones, Senior Planner; Jeff Wagner, Information Technology Manager; Iris Espino, Economic Development Coordinator; and Laura Nieto, Chief Deputy City Clerk

**CHANGES TO THE AGENDA**

None.

**COUNCILMEMBER TRAVEL REPORTS**

None.

**COUNCILMEMBER COMMENTS**

COUNCILMEMBER AMBRIZ

Councilmember Ambriz thanked all the volunteers that participated in the Irwindale Community Foundation's Food Drive held March 27, though he apologized for the distribution of some expired food items. He urged everyone that received food donations to check the expiration dates on the items they received. He also reiterated a past request for staff to contact the family of Rosie Guerrero to arrange for the dedication of a park bench in her honor, to which Assistant City Manager Olivares advised that the family has previously indicated that they would contact staff when they were ready to proceed, and that staff is waiting for this to occur. She added that the Parks and Recreation Commission has requested changes to the draft Park Bench Plaque Dedication Policy for consideration by the Council at a meeting in May.

Councilmember Ambriz requested that staff contact Rosie Guerrero's family again to follow-up on his request. He also announced that his wife will be appearing at an upcoming episode of the Price is Right.

MAYOR ORTIZ

Mayor Ortiz advised that he has requested that City Manager Tam provide a status update on the recertification process of the applicants for the Mayans Housing Purchase Program, which will be provided during the Housing Authority portion of the meeting. He also repeated a previous concern over uneven surfaces on the walkway along the wash by the Louis Vuitton building and Irwindale Avenue,

and requested that it be repaired. He also requested that the shrubs near the wash be trimmed, and that the trash dumped at the walkway on Nora Avenue be removed.

**INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS**

None.

**PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**

CERTIFICATE OF RECOGNITION TO THE IRWINDALE SPEEDWAY FOR HOSTING THE IRWINDALE FOOD BANK DISTRIBUTION

CERTIFICATE OF RECOGNITION TO THE IRWINDALE SPEEDWAY FOR HOSTING THE IRWINDALE REGIONAL FOOD BANK DISTRIBUTION

The presentation was made.

PRESENTATION BY IRWINDALE BREW YARD

PRESENTATION BY IRWINDALE BREW YARD

The presentation was made.

CARMEN ROMAN

Responding to a question by Carmen Roman, a representative from Irwindale Brew Yard advised that employees of the business must be at least 21 years old since it is an establishment that serves alcohol. She added that interviews for open positions will be held in the near future.

CERTIFICATE OF RECOGNITION TO MR. MICHAEL LOPEZ IN HONOR OF HIS 95TH BIRTHDAY

CERTIFICATE OF RECOGNITION TO MR. MICHAEL LOPEZ IN HONOR OF HIS 95TH BIRTHDAY

The recognition was made.

**SPONTANEOUS COMMUNICATIONS**

CARMEN ROMAN

Carmen Roman asked about FEMA reimbursement for the city's COVID-related expenses, to which Director Carreon advised that the city has spent nearly $500,000 in COVID-related expenses, and that the city has thus far received about $80,000 in reimbursements through federal and state programs; FEMA takes about two years to issue reimbursements. She added that, under President Biden's American Rescue Plan, the city will be eligible to receive reimbursement for 100% of COVID-related costs.

Carmen Roman asked if any of the reimbursed funds would cover staffing costs.

SUZANNE GOMEZ

Suzanne Gomez expressed her appreciation to staff for working hard to ensure projects such as the Park Improvement Project continued even through a global pandemic. She also urged the Council to spend funding wisely since it will take time for the city to recover economically from the pandemic, and suggested that the Council continue working on implementing the city forefathers' vision. She also requested that Park Patrol be reinstated.

MARIANA RODRIGUEZ

Mariana Rodriguez reported a burnt-out street light near her home, and requested that the roads near her home be re-striped.

DENA ZEPEDA

Dena Zepeda asked clarifying questions about the funds that the Irwindale Community Foundation has donated, suggested that fees for residents for Recreation programs be lowered, concurred with Mariana Rodriguez's comments about the need to re-stripe city streets, and thanked police officers for their hard work.

**CONSENT CALENDAR**

MOTION

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

ITEM NO. 1A
MINUTES

MINUTES

1) Special meeting held March 24, 2021
2) Regular meeting held March 24, 2021

ITEM NO. 1B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
REJECTION OF CLAIM - ANDREA CARR-FRAIJO VS. CITY OF IRWINDALE

REJECTION OF CLAIM – ANDREA CARR-FRAIJO VS. CITY OF IRWINDALE

The claim of Andrea Carr-Fraijo vs. City of Irwindale was rejected and staff was directed to send a letter of rejection.

ITEM NO. 1D
REJECTION OF CLAIM - JONATHAN CARR-FRAIJO VS. CITY OF IRWINDALE

REJECTION OF CLAIM – JONATHAN CARR-FRAIJO VS. CITY OF IRWINDALE

The claim of Jonathan Carr-Fraijo vs. City of Irwindale was rejected and staff was directed to send a letter of rejection.

ITEM NO. 1E
LOS ANGELES CO. DEPT. OF ANIMAL CARE AND CONTROL

LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL (DACC) ANIMAL LICENSING AMNESTY PROGRAM

The City of Irwindale's participation in the Los Angeles County

ANIMAL LICENSING AMNESTY PROGRAM

Department of Animal Care and Control's (DACC) Animal Licensing Amnesty Program, was approved.

ITEM NO. 1F
APPROPRIATION OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZEN OPTION FOR PUBLIC SAFETY PROGRAM (COPS) AB3229

APPROPRIATION OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZEN OPTION FOR PUBLIC SAFETY PROGRAM (COPS) AB3229

RESOLUTION NO. 2021-21-3243 ADOPTED

**Resolution No. 2021-21-3243**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING REVENUES AND AN APPROPRIATION IN THE AMOUNT OF $170,969.64 FOR FISCAL YEAR 2020-21 OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZEN'S OPTION PUBLIC SAFETY PROGRAM (COPS)", was adopted, thereby appropriating supplemental law enforcement services funds.

ITEM NO. 1G
LEASE OF CITY'S GROUND WATER PRODUCTION RIGHTS FOR FY 2020/2021

LEASE OF CITY'S GROUND WATER PRODUCTION RIGHTS FOR FY 2020/2021

1) San Gabriel Valley Water Company's proposal was accepted and the city's 285.38 acre-feet of ground water pumping rights were leased for FY 2020/2021; and the City Manager was authorized to sign a one-year lease for the temporary assignment of the city's water pumping rights.

ITEM NO. 1H
FOOTHILL BL. BUS SHELTER COLUMN REPAIRS AND REPLACEMENT

FOOTHILL BOULEVARD BUS SHELTER COLUMN REPAIRS AND REPLACEMENT

RESOLUTION NO. 2021-22-3244 ADOPTED

**Resolution No. 2021-22-3244**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING MTA-PROPOSITION A FUNDS FOR THE FOOTHILL BOULEVARD BUS SHELTER COLUMN REPAIRS AND REPLACEMENT," was adopted.

**END OF CONSENT CALENDAR**

**NEW BUSINESS**

| | |
|---|---|
| ITEM NO. 2A<br>CONSIDERATION OF ORGANIZATIONAL CHANGES TO ENHANCE STRUCTURE TO BETTER MEET THE NEEDS OF THE COMMUNITY AND SUSTAIN DEMANDED SERVICE LEVELS | CONSIDERATION OF ORGANIZATIONAL CHANGES TO ENHANCE STRUCTURE TO BETTER MEET THE NEEDS OF THE COMMUNITY AND SUSTAIN DEMANDED SERVICE LEVELS |
| RECESS | At 7:17 p.m., the Council took a short recess. |
| RECONVENE | At 7:22 p.m., the Council reconvened with all members present. |
| CITY MANAGER TAM | City Manager Tam presented the staff report. |
| SUZANNE GOMEZ | Suzanne Gomez spoke against approving the recommended changes at this time since the city is just emerging out of the pandemic and since the city will soon undergo negotiations with employee organizations. |
| MARIANA RODRIGUEZ | Mariana Rodriguez concurred with Ms. Gomez and questioned whether the residents would benefit from the recommended changes. |
| CARMEN ROMAN | Carmen Roman stated that she was confused about the proposed changes and suggested that this matter be addressed at a special meeting instead of a regular meeting. |
| DENA ZEPEDA | Dena Zepeda suggested that the staff that had duties transferred to other departments be demoted and that they be disciplined and paid less, to which City Manager Tam clarified that the employees being proposed to receive the director positions would have their salaries adjusted accordingly, and that the department that is not affected will have no changes in staffing salaries. |
| NORMA ORTIZ | Norma Ortiz concurred with Ms. Gomez's statements and suggested postponing this matter until after the new budget is approved. |
| COUNCILMEMBER AMBRIZ | Councilmember Ambriz expressed his strong support for the proposed organizational changes since it will lead to a more effective and efficient workforce. He noted that the community would benefit from the changes since improved community services would be rendered. He also indicated that the changes would not pose a significant financial burden. |
| MOTION | A motion was made by Councilmember Ambriz to adopt: **Resolution No. 2021-24-3236**, entitled: |

RESOLUTION NO. 2021-24-3236

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A NEW JOB CLASSIFICATION AND ASSOCIATED JOB SPECIFICATION, FREEZING AND UNFREEZING CERTAIN MANAGEMENT CLASSIFICATIONS, APPROVING UPDATES ON EXISTING JOB SPECIFICATIONS, AND CREATING A NEW PUBLIC SERVICES DEPARTMENT,", and

RESOLUTION NO. 2021-23-3235

**Resolution No. 2021-23-3235**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2020-50-3160, ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES," and

RESOLUTION NO. 2021-29-3241

**Resolution No. 2021-29-3241**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2020-83-3243, ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, COMPENSATION, AND BENEFITS FOR CITY EMPLOYEES,"

COUNCILMEMBER BRECEDA

Councilmember Breceda also supported approving the resolutions and spoke on how the changes would improve services by city departments. He then seconded Councilmember Ambriz's motion.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola agreed that the suggested reorganization would not have a significant impact on the budget, noted that the suggested changes are a result of the numerous requests that the Council has made of staff recently, and stated his preference in approving staff's recommendation.

MAYOR ORTIZ

Responding to clarifying questions by Mayor Ortiz, City Manager Tam advised that the costs of the changes have been calculated at $8,500 from this point through the remainder of the fiscal year.

ROLL CALL

The above-mentioned motion was unanimously approved; Mayor Ortiz abstaining due to his concern that the approval would open the door to adding new staff positions in the near future.

**PUBLIC HEARINGS**

None.

**CITY MANAGER'S REPORT**

ASSISTANT CITY MANAGER OLIVARES

Assistant City Manager Olivares spoke on services that have resumed in the Library, discussed plans to honor Mr. Dan Diaz for his 40 years of service to the community as a member of the Parks and Recreation Commission, and encouraged residents' participation in

suggesting possible names for the unnamed street near Mountain Avenue.

CITY MANAGER TAM — City Manager Tam suggested that the Council make plans to participate in the ceremony honoring Mr. Dan Diaz.

PUBLIC INFORMATION OFFICER ESPINO — Public Information Officer Espino provided a COVID-19 update.

DENA ZEPEDA — Dena Zepeda asked about the Johnson and Johnson vaccine, to which Public Information Officer Espino noted that updated information is posted on the city website and on social media, and that updated information will be shared with the community.

**FUTURE AGENDA ITEMS REQUESTED BY COUNCILMEMBERS** — There were none.

**ADJOURNMENT** — There being no further business to conduct, the meeting was adjourned at 8:02 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC ITEM 1B

# Electronic Payments

April 2021

April 1 - 15, 2021

| Reference Number | Vendor Name | Date | Amount |
|---|---|---|---|
| ACH | CalPERS-Medical | 4/1/2021 | 246,162.26 |
| ACH | CalPERS | 4/15/2021 | 76,065.78 |
| ACH | EDD | 4/14/2021 | 19,605.77 |
| ACH | Federal Tax | 4/14/2021 | 50,190.80 |
| ACH | Nationwide-457 Plan & Trust | 4/8/2021 | 13,434.89 |
| ACH | Nationwide-Roth Cotribution-457 Plan & Trust | 4/8/2021 | 2,852.00 |
| ACH | PARS-Public Agency Retirement Services | 4/7/2021 | 5,120.00 |
| ACH | ICMA | 4/8/2021 | 10.39 |
| ACH | PARS-FT | 4/8/2021 | 17,011.41 |
| ACH | PARS-PT | 4/8/2021 | 792.42 |
| | | Report Total: | 431,245.72 |

# Accounts Payable

## Checks by Date - Summary by Check Number

User: imarin
Printed: 4/22/2021 1:54 PM

| Check No | Vendor No | Vendor Name | Check Date | Check Amount |
|---|---|---|---|---|
| 73741 | AT&T06 | AT & T | 04/08/2021 | 43.57 |
| 73742 | CALIFO02 | California American Water | 04/08/2021 | 1,450.23 |
| 73743 | CHARTE01 | Charter Communications | 04/08/2021 | 275.50 |
| 73744 | COSTCO02 | Costco Wholesale | 04/08/2021 | 807.38 |
| 73745 | PMIDEN | Delta Dental Insurance Company | 04/08/2021 | 991.77 |
| 73746 | PMIDEN01 | Delta Dental of California | 04/08/2021 | 12,485.34 |
| 73747 | FRONT01 | Frontier Communications | 04/08/2021 | 282.52 |
| 73748 | GASCOM | Gas Company, The | 04/08/2021 | 1,191.25 |
| 73749 | SOUTHE17 | Golden State Water Company | 04/08/2021 | 2,042.55 |
| 73750 | GOVERN01 | Government Finance Officers | 04/08/2021 | 310.00 |
| 73751 | HARDY01 | Joseph Hardy | 04/08/2021 | 28.48 |
| 73752 | HOMEDE | Home Depot Credit Services | 04/08/2021 | 2,590.64 |
| 73753 | HULL01 | Mary Hull | 04/08/2021 | 80.69 |
| 73754 | IRWIND14 | Irwindale Industrial Clinic | 04/08/2021 | 50.00 |
| 73755 | LANCES | Lance, Soll & Lunghard LLP | 04/08/2021 | 4,582.00 |
| 73756 | LOSANG32 | Los Angeles County | 04/08/2021 | 75.00 |
| 73757 | OPTUM01 | OptumRx, Inc. | 04/08/2021 | 44,746.63 |
| 73758 | PETTYC05 | City of Irwindale Petty Cash | 04/08/2021 | 477.96 |
| 73759 | SANCH01 | Jaycon Sanchez | 04/08/2021 | 45.34 |
| 73760 | SMART& | Smart & Final | 04/08/2021 | 305.20 |
| 73761 | SCE02 | Southern California Edison | 04/08/2021 | 627.43 |
| 73762 | VALLEY01 | Valley County Water District | 04/08/2021 | 7,449.99 |
| 73763 | VALLEY09 | Valley View Mutual Water Co. | 04/08/2021 | 72.53 |
| 73764 | CALIFO56 | California State Disbursement Unit | 04/08/2021 | 604.15 |
| | | | Report Total (24 checks): | 81,616.15 |

# Accounts Payable

## Checks by Date - Summary by Check Number

User: imarin
Printed: 4/22/2021 1:49 PM

| Check No | Vendor No | Vendor Name | Check Date | Check Amount |
|---|---|---|---|---|
| 73767 | AMERIFID | American Fidelity Assurance | 04/15/2021 | 6,259.96 |
| 73768 | AMERIC34 | American Fidelity Assurance Co | 04/15/2021 | 7,496.01 |
| 73769 | AT&T06 | AT & T | 04/15/2021 | 1,697.12 |
| 73770 | BANKOF03 | Bank of The West | 04/15/2021 | 10,461.36 |
| 73771 | CHARTE01 | Charter Communications | 04/15/2021 | 172.11 |
| 73772 | FRONT01 | Frontier Communications | 04/15/2021 | 364.65 |
| 73773 | LEGAL03 | Legal Shield | 04/15/2021 | 37.90 |
| 73774 | NATION23 | National Union Fire Insurance | 04/15/2021 | 573.66 |
| 73775 | PURCHA | Purchase Power | 04/15/2021 | 2,020.99 |
| 73776 | SANCH01 | Jaycon Sanchez | 04/15/2021 | 3,000.00 |
| 73777 | SCE02 | Southern California Edison | 04/15/2021 | 1,659.01 |
| 73778 | WOO01 | Linda & Paul Woo | 04/15/2021 | 7.50 |
| 73779 | ADVANT | Advantage Ford | 04/28/2021 | 1,682.02 |
| 73780 | ALLCI01 | All City Management Services, Inc | 04/28/2021 | 1,318.91 |
| 73781 | ALLISO01 | Allison Mechanical, Inc | 04/28/2021 | 3,709.30 |
| 73782 | ALTEC01 | Altec Industries, Inc. | 04/28/2021 | 1,679.27 |
| 73783 | AMAZON | Amazon | 04/28/2021 | 2,833.40 |
| 73784 | ARAM01 | Aramark Uniform & Career Apparel Group | 04/28/2021 | 1,195.50 |
| 73785 | B&BTIR | B & B Tires Service | 04/28/2021 | 20.00 |
| 73786 | BILLST | Bill's Truck Repair, Inc. | 04/28/2021 | 455.39 |
| 73787 | CALBLE | Cal Blend Soils, Inc. | 04/28/2021 | 657.09 |
| 73788 | CALIFO42 | California Building Standards | 04/28/2021 | 408.60 |
| 73789 | CARQUEST | Carquest | 04/28/2021 | 32.73 |
| 73790 | CHARTE03 | Charter Communications | 04/28/2021 | 9,480.00 |
| 73791 | CINTAS | Cintas Corporation #693 | 04/28/2021 | 143.85 |
| 73792 | LOSANG33 | County of Los Angeles | 04/28/2021 | 234,414.80 |
| 73793 | BALLOO | Carol Diess | 04/28/2021 | 15.00 |
| 73794 | ELITEE | Elite Elevator, Inc. | 04/28/2021 | 880.00 |
| 73795 | EMERGE04 | Emergency Response | 04/28/2021 | 750.00 |
| 73796 | FCG01 | FCG Consultants Inc. | 04/28/2021 | 30,980.06 |
| 73797 | FEDEX | FedEx | 04/28/2021 | 180.30 |
| 73798 | GEOLOG | Geologic Associates | 04/28/2021 | 49,373.70 |
| 73799 | HASA01 | Hasa Inc. | 04/28/2021 | 804.07 |
| 73800 | HDSUP01 | HD Supply Construction Supply, LTD | 04/28/2021 | 299.11 |
| 73801 | HDL01 | Hdl Software, LLC | 04/28/2021 | 33.26 |
| 73802 | INTELL01 | Intelli-tech, Inc. | 04/28/2021 | 770.00 |
| 73803 | IRWIND04 | Irwindale Chamber Of Commerce | 04/28/2021 | 5,000.00 |
| 73804 | IRWIND21 | Irwindale Hand Wash & Auto Detail | 04/28/2021 | 869.58 |
| 73805 | ITERIS | Iteris, Inc. | 04/28/2021 | 920.00 |
| 73806 | JCSPLU | JC's Plumbing & Backflow Svc | 04/28/2021 | 234.00 |
| 73807 | JOEAGO | Joe A. Gonsalves & Son | 04/28/2021 | 2,375.00 |
| 73808 | COORYE | Samir M. Khoury | 04/28/2021 | 9,147.00 |
| 73809 | LANDSC | Landscape Warehouse III | 04/28/2021 | 18.22 |
| 73810 | LEXISN | LexisNexis Risk Solutions | 04/28/2021 | 151.50 |
| 73811 | LG2WB01 | LG2WB Engineers, Inc | 04/28/2021 | 14,070.00 |
| 73812 | CALIBE01 | Lawrence E. Marino | 04/28/2021 | 1,425.00 |
| 73813 | MARXBR | Marx Bros Fire Extinguisher Co | 04/28/2021 | 1,623.31 |

| Check No | Vendor No | Vendor Name | Check Date | Check Amount |
|---|---|---|---|---|
| 73814 | MONROV07 | Monrovia Chrysler Dodge Jeep Ram | 04/28/2021 | 710.43 |
| 73815 | MOTOR01 | Motorola Solutions, Inc. | 04/28/2021 | 15,135.79 |
| 73816 | MOUNT01 | Mountain View Tire & Service Inc. | 04/28/2021 | 86.00 |
| 73817 | CROP01 | Nutrien Ag Solutions, Inc. | 04/28/2021 | 2,012.43 |
| 73818 | OFFICE03 | Office Depot | 04/28/2021 | 875.68 |
| 73819 | PHASEII | PARS | 04/28/2021 | 1,750.00 |
| 73820 | PLUM01 | Plump Engineering, Inc. | 04/28/2021 | 800.00 |
| 73821 | PROPRINT | Pro Printing, Inc. | 04/28/2021 | 741.99 |
| 73822 | RPLAUR02 | R. P. Laurain & Associates | 04/28/2021 | 4,800.00 |
| 73823 | RICOH01 | Ricoh USA, Inc | 04/28/2021 | 1,488.39 |
| 73824 | RICOH02 | Ricoh USA, Inc | 04/28/2021 | 1,673.13 |
| 73825 | RIGHT01 | Right of Way, Inc. | 04/28/2021 | 35.61 |
| 73826 | ROADWA01 | Roadway Construction Services | 04/28/2021 | 2,100.00 |
| 73827 | SESMIT01 | S.E. Smith & Sons | 04/28/2021 | 1,045.57 |
| 73828 | SCFUELS | SC Fuels | 04/28/2021 | 5,844.93 |
| 73829 | SIERRA01 | Sierra Chevrolet | 04/28/2021 | 1,008.34 |
| 73830 | SkyBluep | Sky Blueprint & Supplies, Inc | 04/28/2021 | 176.40 |
| 73831 | LEES01 | Chad A. Streelman | 04/28/2021 | 262.79 |
| 73832 | SWRCB | SWRCB Fees | 04/28/2021 | 509.00 |
| 73833 | TRIANG01 | Triangle Truck Parts | 04/28/2021 | 164.79 |
| 73834 | TRICO01 | Tricor Contractors | 04/28/2021 | 5,400.00 |
| 73835 | V&V01 | V & V Manufacturing, Inc. | 04/28/2021 | 383.50 |
| 73836 | WALT01 | Walters Wholesale Electric Co. | 04/28/2021 | 239.18 |
| 73837 | WESTER13 | Western Audio Visual | 04/28/2021 | 360.00 |
| | | | Report Total (71 checks): | 459,304.19 |

CC, SA Item 1C
HA Item 1B

☒City Council
☒Successor Agency
☒Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of IRWINDALE
**AGENDA REPORT**

Date: April 28, 2021

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

From: William K. Tam, City Manager/Executive Director

Issue: Investment Quarterly Report for March 31, 2021

**City Manager/Executive Director's Recommendation:**

Receive and file the Investment Quarterly Report for March 31, 2021.

**Administrative Action:**

**Submitted by:**

Eva Carreon, Finance Director/City Treasurer
(626) 430-2221

**Prepared by:**

Jeanette Duran, Finance Manager

**Reviewed by:**

Adrian R. Guerra, City Attorney/Authority Counsel — ***Approved electronically***

Eva Carreon, Finance Director/City Treasurer

**Approved by:**

William K. Tam, City Manager/Executive Director

**Background and Analysis:**

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

The City's Investment Policy applies to all funds held by the City, Housing Authority, Successor Agency, and Reclamation Authority. The Reclamation Authority's funds are included in the City's cash and investment balances.

The attached Investment Report summarizes the cash balances and investments as of March 31, 2021 for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general account with Bank of the West also include all funds of the City and its agencies, which also earn interest on the pooled cash balances.

This investment report itemizes how much is invested in the Local Agency Investment Fund (LAIF) accounts, certificates of deposits and federal agency securities. All investments comply with the City's Investment Policy.

The City's Investment Policy applies to all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority. As noted, these funds are pooled to maximize interest yields. The Reclamation Authority Board is not scheduled to meet again until June 9, 2021. Therefore, this same Investment Report will be included in the Reclamation Authority's Agenda for that meeting for review by the Reclamation Authority Board as well.

**Fiscal Impact:**
There is no fiscal impact to receive and file this report.

**Attachment:**
City of Irwindale Investment Report – March 31, 2021

**CITY OF IRWINDALE**
**INVESTMENT REPORT**
**March 31, 2021**

| DESCRIPTION OF SECURITY | PAR VALUE/ ORIGINAL COST | CURRENT YIELD TO MATURITY | PURCHASE DATE | MATURITY DATE | MARKET VALUE | INVESTMENT RATING |
|---|---|---|---|---|---|---|
| **CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)** | | | | | | |
| BANK OF THE WEST GENERAL ACCOUNT | $ 209,637 | 0.36% | | | $ 209,637 | |
| LOCAL AGENCY INVESTMENT FUND (LAIF) | 58,734,589 | 0.36% | | | $ 58,734,589 | |
| **CERTIFICATES OF DEPOSIT** | | | | | | |
| FIRSTRUST SVGS BK (SEMPRE) | 240,000 | 1.90% | 06/23/17 | 06/23/21 | 241,025 | |
| MARINE BK (CIBH) | 240,000 | 1.85% | 06/29/17 | 06/29/21 | 241,068 | |
| SIGNATURE BANK (COMMF) | 240,000 | 1.85% | 06/30/17 | 06/30/21 | 241,080 | |
| GOLD COAST BANK (GDCOB) | 240,000 | 1.90% | 06/28/17 | 12/28/21 | 243,288 | |
| CAPITAL ONE BANK (COF) | 240,000 | 2.25% | 12/29/16 | 12/29/21 | 243,941 | |
| CITIZENS ST BK (CSBSH) | 240,000 | 1.90% | 06/30/17 | 12/30/21 | 243,310 | |
| FIRST ST BANK (FRSTE) | 240,000 | 2.00% | 06/30/17 | 04/29/22 | 244,934 | |
| BRIDGEWATER BK (BRDGW) | 240,000 | 2.00% | 06/29/17 | 06/29/22 | 245,662 | |
| MARLIN BUSINESS BK (MRLN) | 240,000 | 2.05% | 06/29/17 | 06/29/22 | 245,810 | |
| COMENITY CAP BK (ADSK) | 240,000 | 2.25% | 06/30/17 | 06/30/22 | 246,422 | |
| **Sub-Total Certificates of Deposit:** | 2,400,000 | | | | 2,436,540 | |
| **Total City of Irwindale Investments (Pooled Funds):** | **61,344,226** | | | | **61,380,766** | |
| **HOUSING AUTHORITY (Funds 11 & 12)** | | | | | | |
| BANK OF THE WEST GENERAL ACCOUNT | 676,882 | 0.36% | | | 676,882 | |
| LOCAL AGENCY INVESTMENT FUND (LAIF) | 11,220,358 | 0.36% | | | 11,220,358 | |
| | 11,897,240 | | | | 11,897,240 | |
| **SUCCESSOR AGENCY (Funds 50-66)** | | | | | | |
| BANK OF THE WEST GENERAL ACCOUNT | 907,478 | 0.36% | | | 907,478 | |
| LOCAL AGENCY INVESTMENT FUND (LAIF) | 20,977,107 | 0.36% | | | 20,977,107 | |
| | 21,884,585 | | | | 21,884,585 | |
| **GRAND TOTAL OF INVESTMENTS** | **95,126,052** | | | | **95,162,592** | |

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 10, 2020. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is **0.02** years, and the weighted average yield of the City's pooled investments at cost is **0.398%.** Market prices of securities are obtained directly through Bank of the West. Due to timing, Bank of the West General Account balances are pre-reconciled and yield rates are based on the prior month account analysis statement.

Approved by _____ Eva Carreon, Director of Finance/City Treasurer

CC Item 1D

☒City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of IRWINDALE
AGENDA REPORT

Date: April 28, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Agreement with Ralph Andersen & Associates for a Compensation Study Update

**City Manager's Recommendation:**

It is recommended that the City Council:

1) **APPROVE AN AGREEMENT WITH RALPH ANDERSEN & ASSOCIATES FOR A COMPENSATION STUDY UPDATE FOR A CONTRACT AMOUNT NOT TO EXCEED $26,950 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS IN A FORM APPROVED BY THE CITY ATTORNEY**

2) **ADOPT RESOLUTION NO. 2021-20-3242 ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN APPROPRIATION OF FUNDS NECESSARY FOR THE COMPLETION OF A COMPENSATION STUDY UPDATE."**

**Administrative Action:**

**Submitted by:**

William K. Tam, City Manager

**Prepared by:**

Mary Hull, Human Resources/Risk Manager

**Reviewed by:**

Adrian R. Guerra, City Attorney — ***Electronically Approved***

Eva Carreon, Finance Director/ City Treasurer

**Approved by:**

William K. Tam, City Manager

**Background and Analysis:**

In August 2016, the City Council approved an agreement with Ralph Andersen & Associates to conduct a comprehensive Classification and Total Compensation Study ("Study"). The results and recommendations of the Study were presented to City Council on May 10, 2017 for receive and file. The Study evaluated 15 survey agencies, with 65 classifications identified (full-time and part-time) as survey jobs to be used for compensation purposes in relation to the regional labor market. The results of the Study were utilized in adjusting compensation for employees that balanced both continued fiscal responsibility while also aligning the City as a competitive employer in a competitive job market.

As terms of the current Memoranda of Understanding with all employee groups have either already expired, or are set to expire on June 30, 2021, an update to the Study is needed to assist the City in the upcoming labor negotiations. A compensation study update will enable the City to anticipate and understand what the labor market is currently doing and optimize our ability to recruit and retain employees. In addition, the IMEA, ICEA, and the unrepresented management group have requested that an updated compensation study be completed.

The compensation study update will involve an assessment of several components including a comparison of base pay for comparable jobs in agreed upon survey agencies, and an analysis of the City's employee benefit plan using a total compensation model.

The scope of services provided by Ralph Andersen & Associates will include the following:

- Meeting with City representatives at project initiation to confirm the study goals and deliverables.
- Review of background data including previous survey, existing job descriptions, organizational charts.
- Interviews with employees/managers where clarification is needed regarding job duties and comparability criteria.
- Collection and analysis of survey data which will include salary and benefit data, consistent with prior survey.
- Preparation of draft reports, including a presentation and review/discussion with City representatives as well as follow-up research and response to any questions, comments, or issues raised regarding the draft report.
- Preparation and presentation of final report.

It is anticipated that the study will commence within two weeks of City Council approval and be completed in July 2021. The final report and all findings will be presented to Council at time of completion.

Ralph Andersen & Associates has over 47 years of local government consulting experience serving the needs of cities, counties, special districts, and state governments. The primary contacts who will be assigned to the project are familiar with the City's historical practices and policy parameters from their involvement in the previous Study.

**Fiscal Impact:**

The proposed cost for the compensation study update is $24,500. An additional ten percent (10%) contingency of $2,450 is requested for a total contract amount not to exceed $26,950. As sufficient funds are not available in the FY 20/21 budget, an appropriation is needed from the General Fund Reserves.

**Attachments:** Resolution No. 2021-20-3242

**RESOLUTION NO. 2021-20-3242**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN APPROPRIATION OF FUNDS NECESSARY FOR THE COMPLETION OF A COMPENSATION STUDY UPDATE**

**WHEREAS,** a Classification and Total Compensation Study ("Study") was completed in 2017; and

**WHEREAS,** the results of the Study were utilized in adjusting compensation for employees that balanced both continued fiscal responsibility while also aligning the City as a competitive employer in a competitive job market; and

**WHEREAS,** terms of the current Memoranda of Understanding (MOUs) with all employee groups have either already expired, or are set to expire on June 30, 2021; and

**WHEREAS,** an update to the Study is needed to assist the City in the upcoming labor negotiations which will enable the City to anticipate and understand what the labor market is currently doing and optimize our ability to recruit and retain employees; and

**WHEREAS,** the IMEA, ICEA, and the unrepresented management group have requested that an updated compensation study be completed; and

**WHEREAS**, the City Council adopted the Budget for Fiscal Year 2020-21 (FY 20/21) on June 24, 2020; and

**WHEREAS**, sufficient funds are not available in the FY 20/21 budget to cover the projected cost of the proposed compensation study update; and

**WHEREAS,** an appropriation of funds is needed from the General Fund Reserves to cover the cost of the compensation study update.

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

SECTION 1. Approve an appropriation in an amount not-to-exceed $26,950 from the General Fund Reserves for a compensation study update.

SECTION 2. This resolution shall be effective upon adoption.

**PASSED, APPROVED AND ADOPTED** this 28th day of April 2021.

_____

H. Manuel Ortiz, 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, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-20-3242 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 28th day of April 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

CC Item 1E

☒City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of IRWINDALE
**AGENDA REPORT**

Date: April 28, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Approve the use of COPS grant funds for the purchase and outfitting of two police service vehicles and waive formal bidding procedure

**City Manager's Recommendation:**

Adopt **Resolution No. 2021-23-3245** entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE USE OF COPS GRANT FUNDS TOTALLING $146,500 WITHIN THE COPS FUND BUDGET FOR THE PURCHASE AND OUTFITTING OF TWO (2) POLICE VEHICLES WITH EMERGENCY SERVICE EQUIPMENT AND WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(H),"** waiving further reading;

Waive formal bidding procedures per Irwindale Municipal Code Section 3.44.080(H); and approve the issuance of a purchase order for the procurement of one (1) 2022 Chevrolet Tahoe, one (1) 2021 Ford Police Utility Interceptor.

**Administrative Action:**

**Submitted by:**

Ty Henshaw, Police Chief
(626) 430-2200 — ***Electronically Approved***

**Prepared by:**

John Fraijo, Police Lieutenant — ***Electronically Approved***

**Reviewed by:**

Adrian R. Guerra, City Attorney — ***Electronically Approved***

Eva Carreon, Finance Director / City Treasurer

**Approved by:**

William Tam, City Manager

**Background and Analysis:**

The Police Department is seeking approval for the use of COPS funds in the amount of $146,500 to purchase and outfit two (2) police service vehicles - one (1) 2022 Chevrolet Tahoe and one (1) 2021 Ford Police Utility Interceptor from supplier, Wondries Fleet Group (WFG), a member of the National Auto Fleet Group. WFG will provide the vehicles and outfit them with safety lighting equipment, radio, computer, cameras and public safety supplies for the amount of $146,500.

The Police Department seeks the City Council approval for waiver of the bidding requirement pursuant to Irwindale Municipal Code section 3.44.080(H). Irwindale Municipal Code section 3.44.080(H) provides that bidding is not required when no public work of a total value in excess of the public works bidding limit is involved and when the City Council determines by resolution it would be in the best interest of the City to dispense with bidding.

The proposed purchase does not involve public works and the purchase of the vehicles is from a supplier who has been awarded a contract for the same vehicles resulting from a formal competitive bid process by another governmental agency within Minnesota. NAFG was awarded contract #120716-NAF from Sourcewell (formerly known as NJPA), a Minnesota governmental agency, based off a formal bid procedure for the same vehicles - a 2022 Chevrolet Tahoe and 2021 Ford Police Utility Interceptor. In NJPA's summary of findings for the contract award, it found that NAFG is a national dealer network representing fifteen car and truck manufacturers who has the ability to provide exceptional service. NJPA further found that NAFG's pricing is within competitive range. WFG, as a member of the NAFG, is offering the City the 2022 Chevrolet Tahoe and 2021 Ford Police Utility Interceptor at the national government multi-year contract price. The Police Department finds that it is advantageous for the City to acquire the two (2) vehicles and receive outfitting of the vehicles with safety lighting equipment, radio, computer, cameras and public safety supplies from WFG on the basis of a previously awarded contract. Accordingly, the Police Department request the City Council to waive formal bidding procedures for the award of the contract.

**Fiscal Impact:**

There will be no fiscal impact to the General Fund because the City will use the Citizens Option for Public Safety (COPS) grant funds to purchase and outfit the vehicles with emergency equipment. The breakdown of the cost of the vehicles is listed below:

| | |
|---|---|
| Ford Police Utility Interceptor Cost: | $38,100.00 |
| Chevrolet Police Tahoe Cost: | $43,700.00 |
| Police Safety Equipment | $64,700.00 |
| Total transfers | $146,500.00 |

Sufficient funds exist in the COPS FY 2020-2021 Budget for these purchases. Resolution No. 2021-21-3243 was approved on April 14, 2021 by the City Council which appropriated the COPS funding received in FY 2020-2021 totaling $170,969.64 for the purpose of purchasing and outfitting the new police service vehicles.

**Attachment(s):** Resolution No. 2021-23-3245
National Auto Fleet Group quote dated 03-18-2021 (Chevrolet Tahoe)
National Auto Fleet Group quote dated 03-18-2021 (Ford Police Utility Interceptor)

**RESOLUTION NO. 2021-23-3245**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE USE OF COPS GRANT FUNDS TOTALING $146,500 WITHIN THE COPS FUND BUDGET FOR THE PURCHASE AND OUTFITTING OF TWO (2) POLICE VEHICLES WITH EMERGENCY SERVICE EQUIPMENT AND WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(H)**

**WHEREAS**, properly functioning police vehicles are vital to providing basic community patrol crime prevention to the citizens of Irwindale; and

**WHEREAS,** two (2) vehicles in the Police Department's fleet require replacement as they have surpassed their useful asset life and now require increasingly cost prohibitive maintenance costs; and

**WHEREAS,** the Police Department wishes to purchase two (2) new vehicles as replacements to be used for the Police Department operations in the City of Irwindale for a total of $146,500 to be funded by the COPS Fund; and

**WHEREAS,** Wondries Fleet Group, a member of the National Auto Fleet Group, will sell to the City the two (2) new vehicles and outfit the vehicles with safety lighting equipment, radio, computer, cameras and public safety supplies ("Vehicles") for the amount of $146,500; and

**WHEREAS,** Section 3.44.080(H) of the Irwindale Municipal Code provides for waiving of the formal bidding process when no public work of a total value in excess of the public works bidding limit is involved and when the City Council determines by resolution it would be in the best interest of the City to dispense with bidding, provided, however, that the City Council shall state the basis of its determination;; and

**WHEREAS**, the proposed purchase of the vehicles does not involve public works and is from a supplier who has been awarded a contract for the same vehicles resulting from a formal competitive bid process by another governmental agency within Minnesota; and

**WHEREAS,** National Auto Fleet Group, was awarded a government fleet contract by a Minnesota governmental agency, Sourcewell (formally National Joint Powers Alliance ("NJPA)), based off a formal bid procedure for the same vehicles - a 2022 Chevrolet Tahoe and 2021 Ford Police Utility Interceptor (Sourcewell/NJPA Contract"); and

**WHEREAS,** in NJPA's summary of findings for the awarded Sourcewell/NJPA Contract, it found that National Auto Fleet Group has pricing within competitive range, is a national dealer network representing fifteen car and truck manufacturers and has the ability to provide exceptional service; and

**WHEREAS,** Wondries Fleet Group, as a member of the National Auto Fleet Group, is offering the sale of the Vehicles to the City at the national government multi-year contract price.

**NOW, THEREFORE**, the City Council of the City of Irwindale, California, resolves, determines, and orders as follows:

**SECTION 1.** Approve the use of COPS grant funds in the amount of $146,500, which are already appropriated in the COPS Fund, for the purchase and outfitting of the Vehicles.

**SECTION 2.** Finds that it is in the City's best interest to waive the formal bid process pursuant to Irwindale Municipal Code subsection 3.44.080(H) and acquire and outfit the Vehicles from Wondries Fleet Group, a member of National Auto Fleet Group, on the basis of the previously awarded Sourcewell/NJPA Contract findings wherein National Auto Fleet Group scored the best against three other bidders in the following categories – pricing, marketplace successes, bidder's ability to sell/service contract nationally, bidder's marketing plan, value added attributes and selection and variety of products and services.

**SECTION 3.** Waive the formal bid process pursuant to Irwindale Municipal Code subsection 3.44.080(H) and authorize issuance of a purchase order for the purchasing and outfitting of the Vehicles .

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

**PASSED, APPROVED AND ADOPTED** this 28th day of April, 2021.

_____
H. Manuel Ortiz, 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. 2021-23-3245 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 28th day of April, 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com


March 18, 2021

Chief. Ty Henshaw
Irwindale Police Department
5050 N Irwindale Blvd
Irwindale, Ca 91706

Delivery Via Email
Dear Chief Henshaw,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Irwindale, new/unused 2022 Chevy Tahoe 9C1 Police Pkg, responding to your requirement with the attached specifications for $ 38,453.00 plus Paint, State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

| | One Unit MSRP | One Unit | Total Savings | Total Savings |
|---|---|---|---|---|
| 2022 Chevy Tahoe 9C1 | | | | |
| Police Pkg 2WD | 46,964.00 | 38,453.00 | 18.12% | 8,511.00 |
| Black and White Paint | | 1,050.00 | | |
| Sub Total | | 39,503.00 | | |
| Sales Tax | | 4,049.06 | | |
| Transportation | | 85.00 | | |
| Tire Tax | | 8.75 | | |
| Total | | 43,645.81 | | |

Delivery 180-220 days ARO
Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.


Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-656-8431 O
714-2641867 C
562-684-4672 F




# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com


March 18, 2021

Chief. Ty Henshaw
Irwindale Police Department
5050 N Irwindale Blvd
Irwindale. Ca 91706

Delivery Via Email
Dear Chief Henshaw,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Irwindale. new/unused 2021 Ford Police Utility Interceptor, responding to your requirement with the attached specifications for $ 33,349.00 plus Paint, State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

| | One Unit MSRP | One Unit | Total Savings | Total Savings |
|---|---|---|---|---|
| 2021 Ford Police Utility Interceptor | 40,540.00 | 33,349.00 | 17.74% | 7,191.00 |
| Black and White Paint | | 1,050.00 | | |
| Sub Total | | 34,399.00 | | |
| Sales Tax | | 3,525.90 | | |
| Transportation | | 85.00 | | |
| Tire Tax | | 8.75 | | |
| Total | | 38,018.65 | | |

Delivery 90-120 days ARO
Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.


Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-656-8431 O
714-2641867 C
562-684-4672 F

CC Item 1F

☒City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: April 28, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Resolution Approving the Donation to the Irwindale Educational Foundation

**City Manager's Recommendation:**

**Adopt Resolution No. 2021-24-3246** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION TO THE IRWINDALE EDUCATIONAL FOUNDATION OF THE USE OF A BILLBOARD DISPLAY IN THE CITY OF IRWINDALE AND APPROVING THE DONATION THERETO" reading by title only and waiving further reading thereof.

**Administrative Action:**

**Submitted by:**

William K. Tam, City Manager

**Prepared by:**

Laura Nieto, Chief Deputy City Clerk

**Reviewed by:**

***Electronically Approved***

Adrian R. Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer

**Approved by:**

William K. Tam, City Manager

**Background and Analysis:**

The Irwindale Educational Foundation (IEF) is hosting its annual fundraiser to raise funds for educational scholarships to qualified Irwindale residents and employees and family members of businesses located within the city limits that are members of good standing of Irwindale Chamber of Commerce. This year, the IEF is again requesting the use of one of the billboard displays in the City during the 2021/2022 fiscal year.

The City in past years has been supportive of this charitable organization and, in fact, has approved the use of one of the Clear Channel Communications' billboard faces for one month (estimated value of between $6,500 to $15,000 depending on the billboard) the City receives the right to use along the 210 and 605 Freeways. The IEF uses the billboard to acknowledge sponsors of the event and to market the Foundation.

The education benefits provided by IEF serves an important public purpose insofar as it helps qualified individuals attain higher education, and thus become more informed and productive members of the community and, assisting members of the Irwindale community attain greater education levels tends to increase their earning potential, creating a likely economic benefit to Irwindale businesses, and consequently City revenues.

**Fiscal Impact:**

There is no loss of revenues to the City since the Agreement with Clear Channel or CBS Outdoor Inc. allows for City use of the billboard for specified periods of time

**Attachment:**

Request from Irwindale Educational Foundation Board
Resolution No. 2021-24-3246

# IRWINDALE EDUCATIONAL FOUNDATION

A California Non-Profit Corporation
P.O. Box 2307
Irwindale, CA 91706

April 14, 2021


**Board of Directors 2021**

**Officers**

*Theresa Olivares*
City of Irwindale
*President*

*George Silva*
SCE Federal Credit Union
*Vice President*

*Amanda Arellan*
Irwindale Chamber of Commerce
*Treasurer*

*Elizabeth Rodriguez*
City of Irwindale
*Secretary*

**Directors**

*Gary Clifford*
Athens Services

*Phyllis Ferguson*
California Custom Fruits & Flavors

*John Fraijo*
City of Irwindale

*Robert Puente*
Vulcan Materials

*Jesus Rodriguez*
Decora-ative Specialties, Inc.

*Mayra Serrano*
City of Hope

*Priscilla Zapeda*
City of Irwindale


The Honorable H. Manuel Ortiz, Mayor of the City of Irwindale
The Honorable Larry Burrola, Mayor Pro Tem of the City of Irwindale
The Honorable, Albert F. Ambriz Council Member of the City of Irwindale
The Honorable, Mark Breceda Council Member of the City of Irwindale
The Honorable Manuel R. Garcia, Council Member of the City of Irwindale

Irwindale City Hall
5050 North Irwindale Avenue Irwindale,
CA 91706

Dear Mayor Ortiz and Council Members:

The Irwindale Educational Foundation ("IEF"), a 501(c)(3) non-profit organization, respectfully requests the use of a billboard for 30 days in the 2021/2022 fiscal year to support IEF fundraising efforts.

IEF provides grants to Irwindale residents and employees and family members of Irwindale Chamber of Commerce members in good standing and located in Irwindale. IEF provides financial assistance to first time college and vocational students and to continuing students making good academic progress. Since 2002, IEF has awarded over $530,000 in scholarships to deserving students.

The IEF will host a bingo event on May 6, 2021 to raise money for scholarships. The donation from the City will assist IEF efforts to achieve our fundraising goals for this year.

Thank you in advance for your consideration.

Sincerely,

George Silva, Vice President

Cc: William Tam, City Manager, City of Irwindale

**RESOLUTION NO. 2021-24-3246**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION TO THE IRWINDALE EDUCATIONAL FOUNDATION OF USE OF A BILLBOARD DISPLAY IN THE CITY OF IRWINDALE AND APPROVING THE DONATION THERETO**

WHEREAS, the Irwindale Educational Foundation, a 501 (c)(3) non-profit organization, ("Foundation") annually hosts an event to raise money for grant scholarships to qualified Irwindale residents to improve their opportunity for career development;

WHEREAS, the grant money raised by the Foundation provides financial assistance for first time college and vocational students and for continuing students making good academic progress;

WHEREAS, the Foundation further provides grants to employees and family members of a company that is a member in good standing with the Irwindale Chamber of Commerce and whose company is located in Irwindale;

WHEREAS, the City Council of the City of Irwindale finds that the Foundation's purpose of providing educational grants to residents and employees and family members of businesses within Irwindale serves an important public purpose insofar as it helps such individuals attain higher education, and thus become more informed and productive members of the community;

WHEREAS, the City Council finds that the aforementioned educational benefits conferred upon Irwindale residents and business community serves and additional important public purpose by assisting members of the Irwindale community attain greater education levels tends to increase their earning potential, creating a likely economic benefit to Irwindale businesses, and consequently City revenues;

WHEREAS, annually, the City of Irwindale receives from Clear Channel Communications and CBS Outdoor Inc. the right to use two separate displays of certain billboards along the 210 and 605 Freeways for one month per year and the City Council wishes to donate the use of one display of such billboard for one month in the 2021 -2022 fiscal year to the Foundation for fundraising efforts to provide the aforementioned educational grants;

**NOW, THEREFORE**, the City Council of the City of Irwindale, California, resolves, determines and orders as follows:

1. That the City Council finds the above recitals true and correct.
2. That the City Council hereby finds that the donation to the Foundation of the use of one billboard face display provided by Clear Channel along the 210 and 605 Freeways or CBS Outdoor Inc. along the 605 Freeway for one month in the 2021-2022 fiscal year and at a time approved by Clear Channel or CBS Outdoor Inc. and the City serves the public purpose identified in the above recitals.
3. That the City Council hereby approves the aforementioned donation to the Foundation.
4. That the Chief Deputy City Clerk shall certify the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this _____ day of April, 2021.

_____
H. Manuel Ortiz, 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. 2021-24-3246 duly adopted by the City Council of the City of the City of Irwindale, at a regular meeting held on the ____ day of April 2021 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

CC Item 1G

☒City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: April 28, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: APPROVAL OF COVID-19 TRAVEL AND QUARANTINE POLICY

**City Manager's Recommendation:**

It is recommended that the City Council approve the proposed COVID-19 Travel and Quarantine Policy.

**Administrative Action:**

**Submitted by:**

William K. Tam, City Manager

**Prepared by:**

Mary Hull, Human Resources/Risk Manager

**Reviewed by:**

Adrian R. Guerra, City Attorney — ***Electronically Approved***

Eva Carreon, Finance Director / City Treasurer

**Approved by:**

William K. Tam, City Manager

**Background and Analysis:**

Although the United States and Los Angeles County in particular, have recently experienced a decrease in new COVID-19 cases and positivity rates, COVID-19 continues to present a global health risk. Local, state, and national experts are advising that the pandemic will continue through at least the Summer of 2021.

As such, the Centers for Disease Control and Prevention (CDC) recommends that individuals continue to avoid out-of-state non-essential travel as travel increases the chance of getting and spreading COVID-19. According to the Los Angeles County

Department of Public Health (LADPH), LA County residents must continue to take steps necessary to curb the spread of COVID-19 and contain new sources of infection until higher levels of vaccination can be achieved in California and globally.

The proposed COVID-19 Travel and Quarantine Policy ("Policy") formalizes the COVID-19 travel advisory and guidance issued by the LADPH on February 3, 2021, as updated on April 11, 2021. This Policy will apply to all employees, volunteers, and elected and appointed officials of the city. If LADPH further updates its Travel Advisory, such Travel Advisory will supersede the provisions of this Policy and shall be applicable to all City employees, volunteers, and elected and appointed officials of the City.

**Fiscal Impact:**

None.

**Attachment:** COVID-19 Travel and Quarantine Policy

# CITY OF IRWINDALE

# COVID-19 TRAVEL AND QUARANTINE POLICY

## I. Purpose and Intent

The Centers for Disease Control and Prevention (CDC) recommends that individuals avoid out-of-state non-essential travel because travel increases the chance of getting and spreading COVID-19. According to the Los Angeles County Department of Public Health (LADPH), it is imperative that LA County residents continue to take steps necessary to curb the spread of COVID-19 and contain new sources of infection until higher levels of vaccination can be achieved in California and globally.

This Policy formalizes the COVID-19 travel advisory and guidance issued by the LADPH on February 3, 2021, as updated on April 11, 2021 (Travel Advisory), and is applicable to all City employees, volunteers, and elected and appointed officials of the City. If LADPH further updates its Travel Advisory, such Travel Advisory will supersede the provisions of this Policy and shall be applicable to all City employees, volunteers, and elected and appointed officials of the City.

## II. Travel and Quarantining During the COVID-19 Pandemic

A. In accordance with the Travel Advisory, any employee who is not fully vaccinated and who engages in non-essential travel must quarantine as described below upon arriving in or returning to California from other states or countries:

- Quarantine for seven (7) days after arrival, if the employees receives a negative COVID-19 test result from a specimen collected 3-5 days after arrival; or

- Quarantine for ten (10) days after arrival, if the employee does not get a COVID-19 test within 3-5 days after arrival.

A person is considered "fully vaccinated" if at least two weeks have passed since the person received their second dose in a 2-dose vaccine series or one dose in a single-dose vaccine.

Non-essential travel is travel that is not associated with the operation, maintenance, or usage of critical infrastructure or otherwise not required or expressly authorized by law (including other applicable state and local public health directives). Examples of non-essential travel include vacations and personal travel.

B. An employee who is fully vaccinated and who engages in travel (whether essential or non-essential) does not need to quarantine upon arriving in or returning to California from other states or countries, provided they do not have symptoms of COVID-19.

C. An employee who has recovered from COVID-19 in the past 3 months (90 days) prior to travel (whether essential or non-essential) does not need to quarantine upon arriving in or returning to California from other states or countries, provided they do not have symptoms of COVID-19.

D. During the quarantine period when the employee is unable to work or telework, the employee may use available accrued leave, employer-provided COVID-19 paid leave, or other federal- or state-provided COVID-19 leave benefits.

E. In order to return to work prior to the 10-day quarantine period described above, proof of either a negative COVID-19 test result, or vaccination card, or recovery from COVID-19 within the past 3 months is required.

CC Item 1H

☒City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of IRWINDALE
**AGENDA REPORT**

Date: April 28, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Acceptance and Appropriation of the San Gabriel Valley Council of Governments Homeless Services Grant

**City Manager's Recommendation:**

1) City Council adopt Resolution No. 2021-27-3249 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ACCEPTANCE AND APPROPRIATION OF FUNDS FROM THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT IN THE AMOUNT OF $15,789 INTO THE STATE GRANT FUND FOR THE DEVELOPMENT AND IMPLEMENTATION OF HOMELESSNESS PROGRAMS"

**Administrative Action:**

**Prepared /Submitted by:**

Theresa Olivares, Assistant City Manager
(626) 430-2294

**Reviewed by:**

Adrian R. Guerra, City Attorney — ***Electronically Approved***

Eva Carreon, Finance Director / City Treasurer

**Approved by:**

William K. Tam, City Manager

**Background:**

1. On September 9, 2020, the City Council approved the Memorandum of Agreement ("MOA") with the San Gabriel Valley Council of Governments ("SGVCOG") and the City of Duarte for $245,000 for homeless services grants (Attachment A).The City of Irwindale ("City") was allocated $109,289, of which $93,500 are allocated to the SGVCOG for services in the City, and the City of Duarte was awarded the remaining $135,711.

2. The $109,289 amount awarded to the City will be disbursed as follows:

    a. Homeless Plan Implementation ($67,789)
        i. $10,000 Paid to City of Irwindale for law enforcement outreach
        ii. $5,000 Paid to City of Irwindale for Encampment clean-up
        iii. $789 Paid to City of Irwindale for Administration
        iv. $52,000 Retained by SGVCOG for Irwindale's portion of shared Housing Navigator (shared with 6 cities).
    b. Homeless Prevention, Diversion, Rapid Rehousing Programs ($41,500)
        i. $41,500 Retained by SGVCOG for use by Housing Navigator for housing relocation and stabilization; short-term or medium-term rental assistance; rental application fees; security deposits; utility deposits & payments; moving costs; housing search and placement; housing stability case management; mediation; tenant legal services; and credit repair.
    c. Total: $109,289
        i. City of Irwindale: $15,789
        ii. SGVCOG: $93,500

3. The City of Irwindale has received one payment from SGVCOG related to the Homeless Implementation Plan. At this time, staff is requesting that the City Council accept and appropriate the direct payment amount to be received by the City totaling $15,789 for services provided directly by the City per the Homeless Plan Implementation.

**Fiscal Impact**

The amount awarded to the City of Irwindale is $109,289, however only $15,789 of this grant funding will actually be remitted to the City to be spent on the expense categories listed in #2a above. Therefore, an acceptance and appropriation is only needed for the $15,789 to be received directly from the SGVCOG. These funds will be accounted for in the City's State Grant Fund 35.

**Attachments:**

1. Resolution 2021-27-3249
2. Memorandum of Agreement

**RESOLUTION NO. 2021-27-3249**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APROVING THE ACCEPTANCE AND APPROPRIATION OF FUNDS FROM SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT INTO THE STATE GRANT FUND IN THE AMOUNT OF $15,789 FOR THE DEVELOPMENT AND IMPLEMENTATION OF HOMELESSNESS PROGRAMS**

**WHEREAS**, the City of Irwindale ("City") seeks to develop homeless programs to prevent and decrease homelessness in the City; and

**WHEREAS**, San Gabriel Valley Council of Governments ("SGVCOG") received Measure H funding from Los Angeles County, and funding from the State of California via the 2019 Budget Trailer Bill for the purposes of combating homelessness in the San Gabriel Valley; and

**WHEREAS**, the City and the SGVCOG share a desire to develop homeless prevention and relief programs; and

**WHEREAS**, on September 9, 2020, the City Council of the City of Irwindale approved the City Homeless Program Memorandum of Agreement with the City of Duarte, and SGVCOG ("MOA"); and

**WHEREAS**, the SGVCOG awarded $109,289 to the City to develop homeless prevention and relief programs to combat homelessness in the San Gabriel Valley, including $15,789 in direct funding to the City, and $93,500 to remain with the SGVCOG for services in the City; and

**WHEREAS**, the City council desires to accept and appropriate the funds into its State Grant Fund in the amount of $15,789 to implement its homeless plan.

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

SECTION 1. The recitals are true and incorporated as findings herein.

SECTION 2. The City Council hereby determines that these funds shall be accepted and appropriated in the proper revenue and expenditure accounts in the State Grant Fund 35.

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 certify to the passage and adoption of this Resolution.

**PASSED, APPROVED** AND **ADOPTED** this 28th day of April 2021.

_____
H. Manuel Ortiz, 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. 2021-27-3249 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 28th day of April, 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

# MEMORANDUM OF AGREEMENT

CITY HOMELESS PROGRAM MEMORANDUM OF AGREEMENT AMONG THE CITY OF DUARTE, THE CITY OF IRWINDALE, AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)

This Memorandum of Agreement (MOA) is by and among the City of Duarte (Duarte), the City of Irwindale (Irwindale) and the San Gabriel Valley Council of Governments (SGVCOG) to be effective as of the date signed by all Parties. Duarte and Irwindale may be referred to herein collectively as "Cities or individually as a "City." Cities and SGVCOG may be referred to herein collectively as the "Parties" or individually as a "Party."

## RECITALS:

A. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies;

B. The SGVCOG entered into a contract with the County of Los Angeles for the purposes of administering Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley;

C. The SGVCOG received funding from the State of California via the 2019 Budget Trailer bill for the purposes of combating homelessness in the San Gabriel Valley;

D. The SGVCOG allocated a portion of this funding towards the implementation of member cities' previously-developed homeless plans, the development of programs to prevent homelessness, and the implementation of pilot programs;

E. The SGVCOG also allocated a portion of this funding to a landlord outreach and incentive program in which cities could opt to participate and executed a contract with Union Station Homeless Services and S. Groner Associates to implement the program;

F. The SGVCOG procured shared housing navigation services and support in which cities could opt to participate and executed a contract with Union Station Homeless Services to implement the program;

G. The Cities seek to develop homeless programs;

H. The Cities' homeless programs will support strategies and solutions to prevent and decrease homelessness within the Cities, based on local concerns and priorities;

I. The Cities and the SGVCOG have a shared desire to successfully develop homeless prevention and relief programs, as more specifically defined in the attached scope of work (Exhibit A), to combat homelessness in the San Gabriel Valley;

J. Irwindale opted to participate in the SGVCOG's shared housing navigation services;

K. The Cities opted to participate in the SGVCOG's landlord outreach, education, and incentive program;

L. The Cities seek to participate in the workforce development pilot program focused on transition-aged youth in coordination with the SGVCOG and the County of Los Angeles; and

M. The Cities and the SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree to the following:

## I. TERM:

The term of this MOA shall commence upon execution of the MOA by all Parties and shall continue through the date upon which all eligible expenditures have been reimbursed. The term of this MOA may be extended by mutual agreement of both Parties by way of an amendment to this MOA.

## II. RESPONSIBILITIES OF EACH OF THE PARTIES:

A. SGVCOG
   1. Undertake procurement, execute, and manage consultant and service provider contracts as necessary for regional homeless programs in furtherance of the scope of work.
   2. Review and promptly pay properly submitted invoices for regional homeless programs and the Cities' eligible homeless program activities.
   3. Manage and administer contracts and pay invoices for the following regional programs in which the Cities are participating:
      a. Shared Housing Navigation Services; (Irwindale only)
      b. Landlord Outreach and Incentive Program; (both Cities)
      c. County Workforce Development Pilot Program. (both Cities)
   4. Manage invoicing and reporting schedules and deadlines.
   5. Review submitted deliverables and reports from the Cities and promptly notify the Cities as to any specific additional information or documentation that is required.
   6. Coordinate participation in conference calls and/or meetings as necessary.
   7. Review and approve procurement procedures for the Cities' use of funds.
   8. Hold monthly Homeless Working Group meetings with the Cities' Project Managers to support information sharing.
   9. Provide payment to the Cities within 30 days of approval of a City's invoice.
   10. Reimburse the Cities up to $151,500, for program expenditures more specifically described in Exhibit B.
   11. Retain $93,500, including $28,000 for shared housing navigation services, $24,000 for housing vouchers, and $41,500 for prevention, diversion, and rapid rehousing vouchers, separate and apart from those funds reflected in Exhibit B, to come from the City's Homeless Plan allocations to administer the Shared Housing Navigation Services contract.
   12. Provide monthly reports on services provided and clients assisted to the Cities to ensure the Cities are receiving services equal to the funding amounts retained by SGVCOG.

B. With Duarte acting as the lead agency, Cities shall:
   1. Maintain membership in the SGVCOG during the entire term of this MOA.
   2. Participate in monthly Homeless Working Group meeting.
   3. Provide any updated point-of-contact described in Section III.B to serve as the Cities' Project Managers with name, title, and contact information.

4. Participate in scheduled conference calls and/or meetings throughout the term of this MOA.
5. Manage the homeless programs and activities to be implemented by the Cities, as such are described in Exhibit A.
6. Respond to SGVCOG and/or contractor requests related to the Cities' programs in a timely manner.
7. Provide feedback and respond to SGVCOG and/or contractor requests for the Cities' participation in regional programs, including the landlord outreach and incentive program, the workforce development pilot program, and for Irwindale, the shared housing navigation services program.
8. For the Cities' participation in the Landlord Outreach and Incentive Program:
    a. Respond to requests, provide data and information as requested, review materials, and provide input to the SGVCOG and its selected vendor to support the implementation of the Regional Landlord Education, Outreach and Incentive Program in the Cities.
9. For Irwindale's participation in Shared Housing Navigator:
    a. Allocate $93,500 – including $28,000 for shared housing navigation services, $24,000 for housing vouchers, and $41,500 for prevention, diversion, and rapid rehousing vouchers – which sums are separate and apart from the amounts reflected in Exhibit B hereto – to the SGVCOG's contract for Shared Housing Navigation Services to provide these services for Irwindale.
    b. Provide direction and support as requested to the shared housing navigator selected through the SGVCOG's contract with its selected vendor.
    c. Work directly with the shared housing navigator to support the services and re-housing efforts for clients within the City of Irwindale.
    d. Provide feedback to the SGVCOG on the implementation of the shared housing navigation program.
    e. Respond to requests, provide data and information as requested, review materials, and provide input to the SGVCOG and its selected vendor to support the implementation of the Shared Housing Navigation Program.
10. For the Cities' participation in the County Workforce Development Pilot Program:
    a. Provide feedback to the SGVCOG on the implementation of the workforce development pilot program.
11. Submit procurement procedures for Cities' use of funds under this MOA for approval by the SGVCOG.
12. Procure and administer contracts funded by the SGVCOG in accordance with SGVCOG-approved procurement procedures. Submit contracts or purchase orders executed with third-party vendors to the SGVCOG for authorization prior to the performance of work thereunder for which the Cities will be requesting reimbursement.
13. Submit rates for the Cities' staff time for SGVCOG approval prior to the Cities' staff performing work for which the Cities will seek reimbursement.
14. Submit deliverables and reports to the SGVCOG in accordance with the schedule included in Exhibit B.
15. Submit invoices to the SGVCOG in accordance with the schedule included in Exhibit B.
16. As to each City individually, reimburse the SGVCOG for expenditures made by that City that are determined to be not in compliance with funding requirements.

## III. PROJECT MANAGEMENT:

A. For purposes of this MOA, the SGVCOG designates the following individual as its Project Manager:

Samantha Matthews
SGVCOG Management Analyst
1000 S. Fremont Ave, Unit 42
Bldg. A10-N, Suite 10210
Alhambra, CA 91803
626.457.1800
smatthews@sgvcog.org

B. For purposes of this MOA, the City of Duarte designates the following individual asits Project Manager:

Victoria Rocha
Assistant to the City Manager
1600 Huntington Drive
Duarte, CA 91010
626.386.6869
vrocha@accessduarte.com

C. For purposes of this MOA, the City of Irwindale designates the following individual as its Project Manager:

Theresa Olivares Assistant
City Manager 5050 N.
Irwindale Avenue
Irwindale, CA 91706
626.430.2294
tolivares@irwindaleca.gov

D. Additional parties' contacts include the following individuals:

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
mcreter@sgvcog.org

E. Any Party may change its Project Manager or contacts upon written notice to the other Parties.

## IV. TERMINATION:

A. This MOA may be terminated by the either of the Cities or SGVCOG at any time without cause. Termination will occur 30 days after written notice is issued by a Party to the other Parties' Project Managers. The Cities shall stop work and not incur any additional expenses upon receipt of or issuance of such notice, except that which is reasonable and necessary to effectuate the termination or prevent the immediate waste or forfeiture of allocated funding. The Cities shall be entitled to reimbursement for eligible expenses that are reasonably and necessarily incurred up to the date that

such termination is effective.

B. This MOA may be terminated for cause at any time for a material default by one of the Parties upon written notice to the applicable Project Managers. In the event of termination for cause, termination will be in effect three days after deposit of the written notice in the U.S. Mail, postage pre-paid, unless otherwise stated at a later time in the written notice.

## V. INDEMNITY:

A. Neither the SGVCOG or its respective officers, employees, consultants or volunteers (the "SGVCOG Indemnitees), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the Cities or their respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA.

B. Neither the Cities or their respective officers, employees, consultants or volunteers (the Cities Indemnitees), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the SGVCOG or its respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA

C. The Cities shall indemnify, defend and hold the SGVCOG Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the Cities' obligations under this MOA, unless caused by the negligence or willful misconduct of SGVCOG.

D. The SGVCOG shall indemnify, defend and hold the Cities Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the SGVCOG's obligations under of this MOA, unless caused by the negligence or willful misconduct of the Cities.

E. Each of the Cities shall indemnify, defend, and hold the other harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from such city's obligations under this MOA, excluding only such liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or caused by the negligence or willful misconduct of the other.

## VI. OTHER TERMS AND CONDITIONS:

A. In performing this MOA, neither the Cities nor SGVCOG is a contractor, agent or employer of the other, neither is either City a contractor, agent, or employer of the other city. Neither the Cities nor SGVCOG shall represent themselves as contractors, agents or employees of the other Parties and shall have no powers to bind the other Parties in contract or otherwise.

B. This MOA, along with the applicable funding requirements of the SGVCOG's agreement with the County of Los Angeles, constitute the entire understanding between the Parties, with respect to the subject matter herein. The MOA shall not be amended except in writing signed by the Parties.

C. No Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, pandemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.

D. No Party shall assign this MOA, or any part thereof, without the prior written consent and prior approval of the other Parties, nor any assignment without consent shall be void and unenforceable.

E. This Agreement shall be governed by California law and any applicable federal law.

F. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. The terms of this MOA shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective approved successors and assigns.

In witness whereof, the Parties enter into this MOA on the date of last execution by the Parties.

FOR THE CITY OF DUARTE

By: _____
Daniel Jordan
City Manager

Date: 8/31/2020

APPROVED AS TO FORM:

_____
David Cosgrove
City Attorney

FOR THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By: _____
Marisa Creter
Executive Director

Date: 9/13/20

APPROVED AS TO FORM:

_____
David DeBerry
General Counsel

FOR THE CITY OF IRWINDALE

By: _____
William Tam
City Manager

Date: 11/12/2020

APPROVED AS TO FORM:

_____
~~Fred Galante~~ Adrian Guerra
City Attorney

EXHIBIT A

**Scope of Work**

**Program: Homeless Plan Implementation**

The Cities' Homeless Plans will be implemented in accordance with the tasks and deliverables listed below.

Task 1

- Law enforcement outreach will include street-level relationship building by Duarte Public Safety Outreach Coordinator and Irwindale Police Department Homeless Outreach Coordinator to connect those experiencing homelessness to the cities' Union Station Housing Navigators and LAHSA, in addition to other direct services, such as motel vouchers.

Deliverables

- Quarterly report summarizing individuals served, services provided, and referrals made, in the format provided by the SGVCOG

Basis of Billing: Deliverables

Invoice Backup:

- Quarterly Reports
- Staff time/budget supporting documentation

Task 2

- Complete 36 homeless encampment clean-ups (6 per quarter). Expenses include the safe removal of contaminated items and proper disposal of biohazards, sharps, and soiled items while also decontaminating an area. The program will also collect and store unattended personal property of those experiencing homelessness.

Deliverables

- Event summary report, including before and after photographs, for 36 encampment clean-ups, in the format provided by the SGVCOG

Basis of Billing: Deliverables

Invoice Backup:

- Event Summary Reports

Task 3

- Procure and contract with a provider to implement housing rights assistance. Scope of work will include office hours twice a month for three-hour sessions. One monthly visit will be held in Duarte and the other in Irwindale. Office hours would entail housing counseling, rights education for both tenants and landlords, and referrals to other agencies for further assistance, including referral to City staff and Union Station Homeless Services for access

to prevention/diversion funds. Procurement package (including all items included on the SGVCOG-provided checklist) must be approved by the SGVCOG Contracts Manager prior to release or reimbursement will not be provided. Specific scope of work, deliverables, and schedule will be finalized in coordination with the SGVCOG during the contracting process with the selected consultant.

The SGVCOG will provide the City a procurement checklist, to be provided separately, which must be completed and approved prior to the City executing a contract with a consultant. The checklist will include, but is not limited to, documentation of the following:

1. Procurement procedures
2. Scope of work, including tasks, schedule and deliverables
3. Independent cost estimate
4. Request for Proposal (RFP)
5. Documentation of advertisement of RFP
6. Technical Evaluation Committee (TEC) membership and scoring sheet
7. Sample consultant contract

Deliverables

- Approved procurement checklist
- Approved contract scope of work and fee schedule
- Quarterly report summarizing individuals served and services provided, in the format provided by the SGVCOG

Basis of Billing: Deliverables

Invoice Backup:

- Quarterly Reports

Task 4

- Provide portable bathroom and handwashing facility for at-risk and vulnerable homeless persons. Allow Foothill Unity to continue to provide hygiene services to the homeless population even if facilities are closed due to COVID-19.

Deliverables

- Quarterly report summarizing individuals served, services provided, and referrals made, in the format provided by the SGVCOG

Basis of Billing: Expense Reimbursement

Invoice Backup: Invoices, receipts, etc. documenting how funding was used

Task 5

- Administer the program funding

Deliverables:

- Quarterly Reports

Basis of Billing: Fixed Fee (5% of submitted invoice)

Task 6

- Irwindale will participate in the Shared Housing Navigation Services program. The SGVCOG has executed a contract with Union Station Homeless Services (USHS) for the purposes of providing shared housing navigation services and housing vouchers for the City. The City will participate in the Program by interfacing with the assigned housing navigator, providing input and direction as needed, and providing support to the assigned housing navigator. The City will also receive an allocation of housing vouchers that will be used by the housing navigator to house homeless clients within the City.

Deliverables

- None

Basis of Billing: None

- The SGVCOG will retain $52,000 of the Cities' Homeless Plan Implementation funding, as well as $41,500 of Prevention, Diversion, and Rapid Rehousing funding, for a total of $93,500 for the purposes of the Shared Housing Navigation Services contract and additional vouchers to be used by the Housing Navigator. The City will receive monthly reports on the services provided and clients assisted.

A quarterly report, in the format provided by the SGVCOG, must be submitted with each invoice documenting each task, as indicated in the tasks above, any challenges experienced, and upcoming work.

Invoices must include required back-up, including but not limited to deliverables completed, invoices, receipts, and other documents showing how the funds being requested for reimbursement were spent.

Projects must be completed by May 31, 2022.

**Program: Prevention, Diversion, and Rapid Rehousing**

Task 1: By September 1, 2020, Union Station Homeless Services and the Cities will implement a prevention, diversion, and rapid rehousing program in the Cities that incorporates problem-solving conversations with clients in order to develop an approach towards preventing clients from falling into homelessness or minimizing the amount of time from which clients are facing homelessness. The Program will be implemented in accordance with the Cities' submitted application, included as Exhibit C.

Eligible activities include but are not limited to the following:

- Housing relocation and stabilization;
- Short-term or medium-term rental assistance;
- Rental application fees;
- Security deposits;

- Utility deposits & payments;
- Moving costs;
- Housing search and placement;
- Housing stability case management;
- Mediation;
- Tenant legal services;
- Credit repair.

Other activities should be discussed with the SGVCOG prior to using funding.

Program implementers and administrators must have completed an approved problem-solving training (e.g. SGVCOG Problem-Solving; LAHSA Problem-Solving Training).

Deliverables:

- Prevention, Diversion, and Rapid Rehousing Report Forms for each client served and outcomes after intervention, in the format provided by the SGVCOG
- Final report at the end of the program documenting number of clients served and outcomes after intervention, in the format provided by the SGVCOG

Basis of Billing: Materials Reimbursement

Invoice Backup: Invoices, receipts, etc. documenting how funding was used

EXHIBIT B

**Budget/Schedule**

Table 1. Cities Budget

Homeless Plan Implementation

| Task | Description | SGVCOG Retain for Irwindale | Staff | | Direct Costs | Not to Exceed Cost Provider Costs | | Total | Completion |
|---|---|---|---|---|---|---|---|---|---|
| | | | Duarte Total | Irwindale Total | Duarte Total | Duarte Total | | | |
| Task 1 | Law enforcement outreach | | $ 30,000.00 | $ 10,000.00 | | | | $ 40,000.00 | 5/31/2022 |
| Task 2 | Encampment clean-up | | $ 15,000.00 | $ 5,000.00 | | | | $ 20,000.00 | 5/31/2022 |
| Task 3 | Housing rights assistance | | | | | $ 40,000.00 | | $ 40,000.00 | 5/31/2022 |
| Task 4 | Hygiene services | | | | | $ 4,500.00 | | $ 4,500.00 | 5/31/2022 |
| Task 5 | Administration | | $ 4,711.00 | $ 789.00 | | | | $ 5,500.00 | 5/31/2022 |
| Task 6 | Shared Housing Navigator | $ 52,000.00 | | | | | | $ 52,000.00 | 5/31/2022 |
| | | | | | | | **Implementation Total** | **$ 162,000.00** | 5/31/2022 |
| | | | | | | | Duarte Subtotal | $ 94,211.00 | 5/31/2022 |
| | | | | | | | Irwindale Subtotal | $ 15,789.00 | 5/31/2022 |
| | | | | | | | SGVCOG Subtotal for Irwindale | $ 52,000.00 | 5/31/2022 |
| | Prevention, Diversion, and Rapid Rehousing Program | | | | | | | | |
| Task 1 | Program Implementation | $ 41,500.00 | $ 2,075.00 | | $ 39,425.00 | | **Prevention/Diversion Total** | **$ 83,000.00** | 6/15/2022 |
| | | | | | | | Duarte Subtotal | $ 41,500.00 | 6/15/2022 |
| | | | | | | | SGVCOG Subtotal for Irwindale | $ 41,500.00 | 6/15/2022 |
| | | | | | | | **Contract Total** | **$ 245,000.00** | |
| | | | | | | | Duarte Total | $ 135,711.00 | |
| | | | | | | | Irwindale Total | $ 15,789.00 | |
| | | | | | | | SGVCOG Total for Irwindale | $ 93,500.00 | |

**Program: Homeless Plan Implementation**

The Cities were allocated $162,000 to implement their homeless plans, of which the Cities shall receive a maximum of $110,000. The City of Duarte shall receive a maximum of $94,211. The City of Irwindale shall receive a maximum of $15,789. Funding shall be disbursed on a reimbursement basis and in accordance with Table 1.

The Cities shall allocate $52,000 of their homeless plan implementation funding, as well as $41,500 of prevention, diversion, and rapid rehousing funding, for a total of $93,500 to the SGVCOG's Shared Housing Navigation Services contract for the City of Irwindale to receive services equal to the following:

| Housing Navigation Services | Housing Vouchers | Prevention, Diversion, and Rapid Rehousing Vouchers | Total |
|---|---|---|---|
| $28,000 | $24,000 | $41,500 | $93,500 |

Reports and invoices must be submitted quarterly by the first Monday of the month by the following dates:

| 2020 | 2021 | 2022 |
|---|---|---|
| • October 5, 2020 | • January 4, 2021 | • January 3, 2022 |
| | • April 5, 2021 | • April 4, 2022 |
| | • July 5, 2021 | |
| | • October 4, 2021 | |

A final report and the final invoice must be submitted by June 15, 2022.

**Program: Prevention, Diversion, and Rapid Rehousing**

The City of Duarte shall receive a maximum of $41,500 for implementation of the Prevention, Diversion, and Rapid Rehousing Program. $15,000 of these funds is derived from the City of Bradbury's Prevention and Diversion Program allocation. Funding shall be disbursed on a reimbursement basis and in accordance with Table 1.

Reports and invoices must be submitted quarterly by the first Monday of the month on the following dates:

| 2020 | 2021 | 2022 |
|---|---|---|
| • October 5, 2020 | • January 4, 2021 | • January 3, 2022 |
| | • April 5, 2021 | • April 4, 2022 |
| | • July 5, 2021 | |
| | • October 4, 2021 | |

All funding must be expended by June 15, 2022. The final report is due by June 15, 2022.

CC Item 2A

☒City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: April 28, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: A RESOLUTION TO EXTEND THE EXISTENCE OF A LOCAL EMERGENCY REGARDING COVID-19 PANDEMIC

**City Manager's Recommendation:**

It is recommended that the City Council:

**1) ADOPT RESOLUTION NO. 2021-26-3248 ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44."**

**Administrative Action:**

**Submitted by:**

William K. Tam, City Manager

**Prepared by:**

Iris Espino, Economic Development Coordinator

**Reviewed by:**

Adrian R. Guerra, City Attorney — ***Electronically Approved***

Eva Carreon, Finance Director / City Treasurer

**Approved by:**

William K. Tam, City Manager

**Background and Analysis:**

On March 4, 2020, Governor Newson declared the existence of a state of emergency for the State of California in response to an outbreak of a respiratory illness known as coronavirus ("COVID-19"). On March 4, 2020, the Los Angeles County Board of Supervisors and the Department of Public Health declared a local and public health emergency in response to the increased spread of COVID-19 across the country.

On March 18, 2020, the City Council adopted Resolution No. 2020-18-3178, pursuant to Chapter 2.44 of the Irwindale Municipal Code, confirming the proclamation of the existence of a local emergency due to COVID-19, as declared by the City's Director of Emergency Services on March 12, 2020.

On May 13, 2020 (Resolution No. 2020-32-3137), July 22, 2020 (Resolution No. 2020-58-3218), September 9, 2020 (Resolution No. 2020-71-3231), October 28, 2020 (Resolution No. 2020-81-3241), January 10, 2021 (Resolution No. 2021-02-3264), and March 10, 2021 (Resolution No. 2021-22-3234) the City Council reviewed and extended the local emergency due to the continued existence of conditions of extreme peril caused by the effects of COVID-19.

While Los Angeles County's coronavirus metrics have been steadily dropping, it is recommended that the City Council extend the local emergency for an additional period of 60 days to continue to make resources available to address the effects of COVID-19.

**Fiscal Impact:**

There is no fiscal impact at this time in approving the 60-day extension of the COVID-19 local emergency.

Since the start of the COVID-19 local emergency declaration in March 2020, the City has spent a total of $485,135 on COVID-19 related expenditures. These expenditures have been for procurements related personal protective equipment, disinfecting and decontamination services, public informational materials and signs, virus barriers, computer equipment and technological essentials for telecommuting, legal services, senior meal delivery program, and overtime related to police services and emergency operations center administration.

The City has received progress payments from state and federal funding reimbursements totaling $75,433 to date. Additional funding will continue to be received from FEMA, as well as the City's allocation from the American Rescue Plan Act.

A report on the City's COVID-19 expenditures will be presented during the City's Budget Workshop scheduled for May 17, 2021.

**Attachment:** Resolution No. 2021-26-3248

**RESOLUTION 2021-26-3248**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44**

**WHEREAS**, on March 4, 2020, Governor Newson declared the existence of a state of emergency for the State of California in response to an outbreak of a respiratory illness known as coronavirus ("COVID-19"); and

**WHEREAS**, on March 4, 2020 the Los Angeles County Board of Supervisors declared a local and public health emergency in response to the increased spread of COVID-19 across the country; and

**WHEREAS**, on March 18, 2020, the City Council adopted Resolution No. 2020-18-3178, pursuant to Chapter 2.44 of the Irwindale Municipal Code, which confirmed the March 12, 2020 declaration by the Director of Emergency Services of a local emergency related to the COVID-19 Pandemic COVID-19; and

**WHEREAS**, On May 13, 2020 (Resolution No. 2020-32-3137), July 22, 2020 (Resolution No. 2020-58-3218), September 9, 2020 (Resolution No. 2020-71-3231), October 28, 2020 (Resolution No. 2020-81-3241), January 10, 2021 (Resolution No. 2021-02-3264), and March 10, 2021 (Resolution No. 2021-22-3234) the City Council reviewed and extended the local emergency due to the continued existence of conditions of extreme peril caused by the effects of COVID-19; and

**WHEREAS**, after consideration of all items before it, the City Council of the City of Irwindale desires to extend the existence of a local emergency related to the COVID-19 Pandemic for 60 days to continue to make resources available to address the effects of COVID-19.

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

SECTION 1. The recitals are true and incorporated as finding herein.

SECTION 2. The City Council does hereby extend the City's proclamation of local emergency due to COVID-19, as last ratified by the City Council in Resolution No. 2021-22-3234 on March 10, 2021, for a period of 60 days.

SECTION 3. For the duration of the statewide emergency, Governor Newsom has waived the requirement of Government Code Section 8630 that the City Council review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. If this declaration of local emergency extends for more than the duration of the statewide emergency declared for COVID-19, City Staff are directed to thereafter return this item for City Council review of the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 5. This Resolution shall take effect immediately and shall be published and promulgated in a widespread manner as is reasonably feasible under the conditions prevailing during this local emergency. A copy of this Resolution shall be forwarded to the Los Angeles County Operational Area Coordinator for transmission to California Emergency Management Agency.

PASSED, APPROVED AND ADOPTED this 28th day of April 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-26-3248 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 28th day of April, 2021 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk

CC Item 2B

☒City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of IRWINDALE
**AGENDA REPORT**

Date: April 28, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: City Council Term Limits

**City Manager's Recommendation:**

(1) Consider and discuss the information related to City Council members term limits; and

(2) Provide direction to staff.

**Administrative Action:**

**Submitted by:**

Theresa Olivares, Assistant City Manager

**Prepared by:**

Laura Nieto, Chief Deputy City Clerk

**Reviewed by:**

Adrian R. Guerra, City Attorney — ***Electronically Approved***

Eva Carreon, Finance Director / City Treasurer

**Approved by:**

William K. Tam, City Manager

**Background and Analysis:**

On October 28, 2020, Mayor Ortiz requested that staff bring forward a report on the topic of City Council members term limits.

Government Code section 36502(b) provides the legal authority to place a proposed term limit measure before the voters. That section provides, in relevant part, "[a]ny proposal to limit the number of terms a member of the city council may serve on the city council, or the number of terms an elected mayor may serve, shall apply prospectively only and shall not become operative unless it is submitted to the electors of the city at a regularly scheduled election and a majority of the votes cast on the question favor the adoption of the proposal."

To summarize, the election must be a regularly scheduled city election (in this case, the ordinance would be submitted to the voters at the November 8, 2022 election). The term limits would be part of an ordinance submitted to the voters like any other ballot measure (i.e., the City Council would have to adopt a resolution calling the election, requesting consolidation, and authorizing arguments, City Attorney impartial analysis, and rebuttals).

Further, Government Code Section 36502 also provides that past and current terms would not be counted toward the limit as it applies "prospectively only.".

Staff surveyed cities throughout the state of California regarding City Council members term limits. In response, fifty cities indicated that they have term limits in place.

Staff recommends that the City Council consider and discuss the information related to City Council members term limits and provide direction to staff.

**Fiscal Impact:**

There is no fiscal impact associated with this action.

**Attachment:**

List of Responding California Cities with Term Limits

**California Cities Reporting Term Limits**

| | |
|---|---|
| Anaheim | Mission Viejo |
| Atwater | Nevada City |
| Campbell | Newport Beach |
| Capitola | Orange |
| Cerritos | Oxnard |
| Chico | Pacific Grove |
| Chula Vista | Palo Alto |
| Coalinga | Piedmont |
| Costa Mesa | Pleasanton |
| Cupertino | Ridgecrest |
| Downey | Santa Monica |
| Fortuna | Stanton |
| Fresno | Sunnyvale |
| Fullerton | Temple City |
| Garden Grove | Thousands Oak |
| Glendale | Torrance |
| Huntington Beach | Tracy |
| Indian Wells | Vallejo |
| La Mesa | Walnut |
| Lake Forest | Watsonville |
| Livermore | West Hollywood |
| Los Altos Hills | Yorba Linda |
| Los Angeles | |
| Los Gatos | |
| Malibu | |
| Manhattan Beach | |
| Millbrae | |
| Milpitas | |

CC Item 4A

☒City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of IRWINDALE
**AGENDA REPORT**

Date: April 28, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Report on Pending Legislation

**City Manager's Recommendation:**
That the City Council:

1. Receive and file the attached 2021 Legislative Bills to Watch matrix; and

2. Retroactively approve a letter executed by the Mayor in support of an appropriations request identified as the Valley County Water District, New Reservoirs Project.

**Administrative Action:**

**Prepared/Submitted by:**

Theresa Olivares, Assistant City Manager

**Reviewed by:**

Adrian R. Guerra, City Attorney — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

**Approved by:**

William K. Tam, City Manager

**Background and Analysis:**

A total of 2,572 legislative bills were introduced before the bill introduction deadline of February 19, 2021. The attached City of Irwindale 2021 Legislative Bills to Watch matrix (Attachment "A") has been prepared in conjunction with the City's adopted Legislative Platform. Additionally, information received from the League of California Cities, the California Contract Cities Association, the San Gabriel Valley Council of Governments, Joe A. Gonsalves & Son, staff, and legal counsel has been incorporated into the matrix.

In May, staff will participate in Cal Cities' legislative Spring Legislative session where staff will be briefed on critical issues facing cities in the 2021 legislative session. Items to be discussed include COVID-19 response and recovery, local land use authority and affordable housing, solutions for unhoused residents, disaster preparedness, public safety, and more.

Furthermore, Valley County Water District requested federal funding to help offset the cost of construction two new 2.5 million gallon water storage reservoirs. This project will enhance the community's water supply reliability and increase their drinking water storage capacity. Due to the urgency of this matter, the attached support letter was executed by the Mayor on April 4, 2021.

**Fiscal Impact:**
None

**Attachments:**
1. 2021 Legislative Bills to Watch matrix
2. Appropriations Request, Valley County Water District, Reservoirs Project

# City of Irwindale
# 2021 Legislative Bills to Watch

| Bill | Sponsor(s) | Summary | Position | Hearing Date |
|---|---|---|---|---|
| ACA 1 Local Government Financing: Affordable Housing and Public Infrastructure: Voter Approval | Aguiar-Curry, Chiu, L. Gonzalez | The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if approved by 55% of the voters of the city, county, or city and county, and the proposition includes specified accountability requirements. | Support | Hearing Date Not Set |
| AB 33 Energy Conservation Assistance Act of 1979: Energy Storage Systems and Transportation Electrification Infrastructure | Ting | The Energy Conservation Assistance Act of 1979 states the Energy Commission administer the State Energy Conservation Assistance Account to provide grants and loans to local governments and public institutions to maximize energy use savings, including technical assistance, demonstrations, and identification and implementation of cost-effective energy efficiency measures and programs in existing and planned buildings or facilities. This bill would require the Energy Commission, to provide grants and loans to local governments and public institutions to maximize energy use savings, expand installation of energy storage systems and expand the availability of transportation electrification infrastructure, including technical assistance, demonstrations, and identification and implementation of cost-effective energy efficiency, energy storage, and transportation electrification infrastructure measures and programs in existing and planned buildings or facilities. | Watch | Referred to Committee (Appropriations) |
| AB 34 Communications | Muratsuchi, E. Garcia, Santiago | Would propose a $10 billion general obligation bond measure on the November 2022 ballot to provide funding for statewide broadband infrastructure in unserved and underserved | Watch | Hearing 4/22/21 Assembly (Privacy and |

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|---|---|---|---|---|
| : Broadband for All Act of 2022 | | communities throughout the State, and funds could be allocated to cities, among other entities. | | Consumer Protection) |
| AB 59 Mitigation Fee Act: Fes: Notice and Timelines | Gabriel | Current law authorizes any party to protest the imposition of a fee, dedication, reservation, or other exactions imposed on a development project within 90 or 120 days of the imposition of the fee, as applicable, and specifies procedures for those protests and actions. The Mitigation Fee Act imposes the same requirements on a local agency for a new or increased fee for public facilities. Current law, for specified fees, requires any judicial action or proceeding to attack, review, set aside, void, or annul an ordinance, resolution, or motion adopting a new fee or service charge or modifying an existing fee or service charge to be commenced within 120 days of the effective date of the ordinance, resolution, or motion. Current law also provides that, if an ordinance, resolution, or motion provides for an automatic adjustment in a fee or service charge and the adjustment results in an increase in the fee or service charge, that any action to attack, review, set aside, void, or annul the increase to be commenced within 120 days of the increase. This bill would increase, for fees and service charges and for fees for specified public facilities, the time for mailing the notice of the time and place of the meeting to at least 45 days before the meeting. | Watch | Hearing Date Not Set (Local Government) |
| AB 71 Statewide Homelessness | Rivas, Bloom, Chiu, Wicks | Establishes a revenue source to fund various State programs focused on solving the homeless crisis. | Watch | Hearing 4/29/21 Assembly (Housing and community Development) |
| AB 115 Planning and Zoning: Housing Development | Bloom | Housing development would be an authorized use on a designated commercial site if at least 20 % of the project units are deed-restricted affordable. The development would need to comply with all local standards, including: Not adjacent to industrial uses and is more infill in nature with urban uses on | Watch | Hearing 4/28/21 Assembly (Local Government) |

| | | | | |
|---|---|---|---|---|
| | | 75 % of the perimeter; and — Height limits, FAR, and density thresholds are defined in the law that takes into consideration local standards but is the greatest of the standards. • This bill would sunset on January 1, 2013. (similar to SB 6) | | |
| AB 215 Housing Element | Chiu | The Planning and Zoning Law requires a city or county to adopt a general plan for land use development that includes a housing element. That law requires the Department of Housing and Community Development (HCD) to determine whether the housing element is in substantial compliance with specified provisions of that law. That law also requires HCD to notify a city, county, or city and county, and authorizes HCD to notify the office of the Attorney General, that the city, county, or city and county is in violation of state law if HCD finds that the housing element or an amendment to the housing element does not substantially comply with specified provisions of the Planning and Zoning Law, or that the local government has taken action or failed to act in violation of specified provisions of law. This bill would add the Housing Crisis Act of 2019 to those specified provisions of law. | Oppose | Hearing 4/28/21 Assembly (Local Government) |
| AB 339 State and Local Government: Open Meetings | Lee, C. Garcia | Current law requires all meetings, of a house of the Legislature or a committee be open and public, and requires all persons to be permitted to attend the meetings. This bill would require all meetings, including gatherings using teleconference technology, to include an opportunity for all persons to attend via a call-in option or internet-based service option that provides closed captioning services and requires both the call-in and internet-based service option to be provided to the public. | Oppose | Hearing 4/28/21 Assembly (Local Government) |
| AB 617 Planning and Zoning: Regional Housing Needs: | Davies | Would authorize a city or county, by agreement, to transfer all or a portion of its allocation of regional housing need to another city or county. The bill would allow the transferring city to pay the transferee city or county an amount determined by that agreement, as well as a surcharge to offset the impacts | Watch | No Hearing Date Set Assembly (Housing and |

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| Exchange of Allocation | | and associated costs of the additional housing on the transferee city. The bill would also require the transferring city or county and the transferee city or county to report to the council of governments and the department specified information about the transfer, as provided. | | Community Development) |
| AB 1181 Fees: Business Licenses: Alcoholic Beverages: Health Permits | Nguyen | Would prohibit cities and counties from imposing or collecting license fees from restaurants from January 1, 2020, to December 31, 2021, and would require the city or county to refund to a restaurant any license fees collected during that period. By imposing new duties on cities and counties with respect to imposing or collecting specified license fees, and by requiring that the fees be refunded, this bill would impose a state-mandated local program. | Oppose | No Hearing Date Set Assembly (Governmental Organization) |
| AB 1258 Housing Element: Regional Housing Need Plan: Judicial Review | Nguyen | Current law requires each city, county, or city and county to prepare and adopt a general plan that contains mandatory elements, including a housing element. Under existing law, a part of the housing element is an assessment of housing needs, including the locality's share of the RHNA. Under existing law the appropriate council of governments, or for cities and counties without a council of governments, the Department of Housing and Community Development, adopts a final regional housing need plan that allocates a share of the regional housing need to each locality in the region. This bill would subject the final regional housing need plan to judicial review. | Watch | Hearing Date Not Set Assembly (Housing and Community Development) |
| AB 1401 Residential and Commercial Development Parking Requirements | Friedman | Would prohibit a local government from imposing a minimum parking requirement, or enforcing a minimum parking requirement, on residential, commercial, or other development if the development is located on a parcel that is within one-half mile walking distance of public transit, as defined, or located within a low-vehicle miles traveled area, as defined. | Oppose | Hearing 4/29/21 Assembly (Housing and Community Development |
| AB 1465 Workers' | Reyes, L. Gonzalez | Current law establishes a workers' compensation system, administered by the Administrative Director of the Division of | Watch | No Hearing Date Set |

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|---|---|---|---|---|
| Compensation: Medical Treatment | | Workers' Compensation, to compensate an employee, as defined, for injuries sustained in the course of employment. This bill would require the administrative director to establish a statewide medical provider network, called the California Medical Provider Network (CAMPN). The bill would establish that an employee may choose to treat within their employer's network or the CAMPN. The bill would require that the providers in the CAMPN be sufficient to enable treatment for a variety of injuries in all parts of the state. The bill would specify criteria physicians must meet to be included in the CAMPN and would require inclusion for those physicians that meet the criteria. | | Assembly (Insurance) |
| SB 4 Communications : California Advanced Services Fund | Gonzalez | Current law establishes the Governor's Office of Business and Economic Development, known as "GO-Biz," within the Governor's office to serve the Governor as the lead entity for economic strategy and the marketing of California on issues relating to business development, private sector investment, and economic growth. This bill would require the office to coordinate with other relevant state and local agencies and national organizations to explore ways to facilitate streamlining of local land use approvals and construction permit processes for projects related to broadband infrastructure deployment and connectivity. | Support | Hearing 5/3/21 Senate (Appropriations) |
| SB 5 Housing Bond Act | Atkins, Caballero, McGuire, Rubio, Skinner, Wiener | Authorizes Legislature to issue bonds. Proceeds from bonds would be directed toward housing finance activities focused on homelessness and ELI, VLI households. Unclear if the funds would be directed into existing programs that serve these populations or if new programs would be established. | Watch | Hearing Date Not Set Senate (Housing) |
| SB 6 Local Planning: Housing | Caballero, Eggman, Rubio | This bill designates a housing development project, a parcel within a commercial zone not adjacent to an industrial site, as an allowable use on a neighborhood lot if it complies with various requirements, one of which includes: the density for a | Watch | Hearing 4/29/21 Senate (Housing) |

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| Commercial Zones | | housing development must meet or exceed the density appropriate for lower income households according to the local jurisdiction. *(Similar to AB 115)* | | |
| SB 8 Housing Crisis Act of 2019 | Skinner | Clarifies that housing development project includes projects that involve no discretionary approvals, both discretionary and nondiscretionary approvals, and includes a proposal to construct a single dwelling unit. | Watch | Hearing 4/29/21 Senate (Housing) |
| SB 9 Housing Development: Approvals | Atkins, Caballero, Rubio, Weiner | This bill would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing. | Oppose - letter | Hearing 4/22/21 Senate (Governance and Finance) |
| SB 10 Planning and Zoning: Housing Development: Density | Atkins, Caballero, R. Rivas | Would authorize a local government to adopt an ordinance to zone any parcel for up to 10 residential units, at a height specified in the ordinance, without extended environment review. Focuses on transit-rich, job-rich, or urban infill sites. Requires the Department of Housing and Community Development, in consultation with the Office of Planning and Research, to determine jobs-rich areas and publish a map of those areas every 5 years, commencing January 1, 2023. | Watch | Hearing 4/22/21 Senate (Governance and Finance) |
| SB 16 Peace Officers: Release of Records | Skinner | Would, commencing July 1, 2022, make every incident involving use of force, force that is unreasonable, or excessive force subject to disclosure. The bill would, commencing July 1, 2022, require records relating to sustained findings of unlawful arrests and unlawful searches to be subject to disclosure. The bill would, commencing July 1, 2022, also require the disclosure of records relating to an incident in which a sustained finding was made by any law enforcement agency or oversight agency that a peace officer or custodial officer engaged in conduct involving prejudice or discrimination on the basis of specified protected classes. The bill would require the retention of all complaints and related reports or findings currently in the possession of a department or agency. The bill would require records relating to an | Oppose | Hearing 5/3/21 Senate (Appropriations) |

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| | | incident in which an officer resigned before an investigation is completed to be subject to release. | | |
| SB 278 Public Employees' Retirement System: Disallowed Compensation: Benefit Adjustments | Leyva | Would establish new procedures under Public Employees' Retirement Law (PERL) in cases where PERS determines that the benefits of a member or annuitant are, or would be, based on disallowed compensation conflicting with PEPRA and other specified laws and thus impermissible under PERL. The bill would apply these procedures retroactively to determinations made on or after January 1, 2017, if an appeal has been filed and the employee member, survivor, or beneficiary has not exhausted their administrative or legal remedies. At the threshold, after determining that compensation for an employee member reported by the state, school employer, or a contracting agency is disallowed, the bill would require the applicable employer to discontinue the reporting of the disallowed compensation. The bill would require that contributions made on the disallowed compensation, for active members, be credited against future contributions on behalf of the state, school employer, or contracting agency that reported the disallowed compensation and would require that the state, school employer, or<br>contracting agency return to the member any contributions paid by the member or on the member's behalf. | Oppose | 4/19/21 Placed on APPR suspense file. Senate (Appropriations) |
| SB 478 Planning and Zoning Law: Housing Development Projects | Wiener | Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes a housing element. The law also requires the Department of Housing and Community Development to notify the city, county, or city and county, and authorizes the department to notify the Attorney General, that the city, county, or city and county is in violation of state law if the department finds that the housing element or an amendment to that element, or any specified action or failure to act, does | Watch | Hearing 4/29/21 Senate (Housing) |

| | | | | |
|---|---|---|---|---|
| | | not substantially comply with the law as it pertains to housing elements or that any local government has taken an action in violation of certain housing laws. This bill would prohibit a local agency from imposing specified standards, including a minimum lot size that exceeds an unspecified number of square feet on parcels zoned for at least 2, but not more than 4, units or a minimum lot size that exceeds an unspecified number of square feet on parcels zoned for at least 5, but not more than 10, units. | | |
| SB 556 Street Light Poles, Traffic Signal Poles: Small Wireless Facilities Attachments | Dodd | Would prohibit a local government or local publicly owned electric utility from unreasonably denying the leasing or licensing of its street light poles or traffic signal poles to communications service providers for the purpose of placing small wireless facilities on those poles. The bill would require that street light poles and traffic signal poles be made available for the placement of small wireless facilities under fair, reasonable, and nondiscriminatory fees, subject to specified requirements, consistent with a specified decision of the Federal Communications Commission. | Oppose | Hearing 4/22/21 Senate (Governance and Finance) |
| SB 619 Organic Waste: Reduction Regulations | Laird | Current law requires the Department of Resources Recycling and Recovery, in consultation with the state board, to adopt regulations to achieve targets for reducing organic waste in landfills, and authorizes those regulations to require local jurisdictions to impose requirements on generators or other relevant entities within their jurisdiction, to authorize local jurisdictions to impose penalties on generators for noncompliance, and to include penalties imposed by the department for noncompliance. Current law provides that those regulations shall take effect on or after January 1, 2022, except that the imposition of penalties by local jurisdictions pursuant to the regulations shall not take effect until 2 years after the effective date of the regulations. This bill, until January 1, 2023, would require the department to only impose | Watch | Hearing 4/29/21 Senate (Environmental Quality) |

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|---|---|---|---|---|
| | | a penalty on a local jurisdiction, and would require a penalty to accrue, for a violation of the regulations if the local jurisdiction did not make a reasonable effort, as determined by the department, to comply with the regulations. | | |
| SB 765 Accessory Dwelling units: Setbacks | Stern | The Planning and Zoning Law, allows accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. Current law prohibits a local agency's accessory dwelling unit ordinance from imposing a setback requirement of more than 4 feet from the side and rear lot lines for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure. This bill would remove this prohibition on a local agency's accessory dwelling unit ordinance, and would instead provide that the rear and side yard setback requirements for accessory dwelling units be set by the local agency. The bill would authorize an accessory dwelling unit applicant to submit a request to the local agency for an alternative rear and side yard setback requirement if the local agency's setback requirements make the building of the accessory dwelling unit infeasible. | Watch | No Hearing Date Set |

April 8, 2021

Congresswoman Grace Napolitano
Congress of the United States
House of Representatives
1610 Longworth Building
Washington, DC 20515

**RE: Appropriations Request, Valley County Water District, Reservoirs Project**

Honorable Congresswoman Napolitano:

I am pleased to write this letter of support for the appropriations request identified as the ***Valley County Water District, New Reservoirs Project***. This project will enhance the community's water supply reliability and will do so in a way that does not require raising water rates on a population that has been impacted by a serious decades-long drought, Covid-recession and groundwater contamination issues. Valley County Water District's request for funding to increase their drinking water storage capacity is sensible, proactive and a long-term solution to the issues surrounding water supply in the Eastern San Gabriel Valley.

The main priority of the Irwindale City Council is to ensure the health and safety of our constituents. As Mayor, I take my responsibility very seriously and I am always looking for ways in how the city council can assist other public agencies and utilities that serve our community. Water supply is one of the most basic human rights and Valley County Water District has worked very hard to maintain adequate supplies in a region hit hard by difficult economics, choosing not to raise rates to ensure water reliability. The use of appropriations funds for their proposed new drinking water reservoirs will benefit the community Valley County Water serves, but also surrounding communities that benefit from what a healthy economy brings in – tourism, businesses, schools, hospitals, increased property values and recreation.

I am pleased to support Valley County's request for funding for this project. I hope that you will look upon their request favorably for the residents and businesses of the City of Irwindale as well as our surrounding neighbors.

Sincerely,

Mayor H. Manuel Ortiz

5050 North Irwindale Ave., Irwindale, CA 91706 | Phone: (626) 430-2200 Facsimile: (626) 430-4209

SA Item 1A1

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

**APRIL 14, 2021**
**WEDNESDAY**
**8:02 P.M.**

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

**ROLL CALL:**

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

Present: William Tam, City Manager; Theresa Olivares, Assistant City Manager; Adrian Guerra, City Attorney; Ty Henshaw, Police Chief; Arsanious Hanna, City Engineer; Eva Carreon, Director of Finance; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Works Services Manager; Jeanette Duran, Finance Manager; Brandi Jones, Senior Planner; Jeff Wagner, Information Technology Manager; Iris Espino, Economic Development Coordinator; and Laura Nieto, Chief Deputy City Clerk

**SPONTANEOUS COMMUNICATIONS**

CARMEN ROMAN

Carmen Roman asked about staffing in the Housing Department, and requested that the Housing Authority Board continue watching over the department, to which City Manager Tam advised that the Housing Authority will continue under the direction of the Housing Authority Board.

**CONSENT CALENDAR**

MOTION

A motion was made by Councilmember Breceda, seconded by Councilmember Garcia, to approve Consent Calendar, reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held March 24, 2021

**END OF CONSENT CALENDAR**

**NEW BUSINESS** None.

**PUBLIC HEARINGS** None.

**FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS** None.

**ADJOURNMENT** There being no further business to conduct, the meeting was adjourned at 8:06 p.m.

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

SA Item 1B

Accounts Payable

Checks by Date - Summary by Check Date

**City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency**

| Check No | Vendor No | Vendor Name | Check Date | Check Amount |
|---|---|---|---|---|
| 73765 | ALESHIRE | Aleshire & Wynder, LLP | 04/12/2021 | 620.50 |
| 73766 | ROSENO | Rosenow Spevacek Group Inc | 04/12/2021 | 62.50 |
| | | | Total for 4/12/2021: | 683.00 |

HA Item 1A1

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

**APRIL 14, 2021**
**WEDNESDAY**
**8:06 P.M.**

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

**ROLL CALL:**

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

Also present: William Tam, Executive Director; Adrian Guerra, Board Attorney; Theresa Olivares, Assistant Executive Director; Ty Henshaw, Police Chief; Arsanious Hanna, City Engineer; Eva Carreon, Director of Finance; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Works Services Manager; Jeanette Duran, Finance Manager; Brandi Jones, Senior Planner; Jeff Wagner, Information Technology Manager; Iris Espino, Economic Development Coordinator; and Laura Nieto, Chief Assistant Authority Secretary

**REPORT FROM CLOSED SESSION**

At 8:06 p.m., the Housing Authority convened in open session to report the results of the Closed Session meeting held April 5, 2021, as follows:

Conference with Legal Counsel – Exposure to Litigation
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2),(e)(1)

Number of Potential Cases: One (1)

A point has been reached where, in the opinion of the Board of the Irwindale Housing Authority and on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the Housing Authority, but the Housing Authority believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

ACTION: Discussion held; no reportable action taken.

**SPONTANEOUS COMMUNICATIONS**

DENA ZEPEDA

Chief Assistant Authority Secretary Nieto read from a letter submitted by Dena Zepeda wherein she alleged that she was "forced under duress" by staff to remove her husband's name from the deed to her house, and requested that his name be added to the title.

**CONSENT CALENDAR**

MOTION

A motion was made by Board Member Ambriz, seconded by Vice Chair Burrola, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with

the exception of Item No. 1C, which was removed for separate consideration. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held March 10, 2021

ITEM NO. 1B
CONSIDERATION OF APPROVAL – SUBORDINATION OF HOME PURCHASE LOAN AT 4610 NORA AVENUE

CONSIDERATION OF APPROVAL – SUBORDINATION OF HOME PURCHASE LOAN AT 4610 NORA AVENUE

1) The request by Michael and Jeanette Davila for the Housing Authority to subordinate its loan to a new loan made in a refinancing, was approved, subject to all conditions established by the Irwindale Housing Authority's Guidelines, Policies, and Procedures for the Mayans Housing Purchase Program; and 2) the Executive Director was authorized to execute the Subordination Agreement subject to Authority Counsel approval as to form.

**END OF CONSENT CALENDAR**

ITEM NO. 1C
IMD ENTERPRISES, LLC – LOAN EXTENSION REQUEST

IMD ENTERPRISES, LLC – LOAN EXTENSION REQUEST

CHAIR ORTIZ

Responding to a question by Chair Ortiz, Director Carreon corrected a typographical error in the invoice submitted by IMD Enterprises.

MOTION

A motion was made by Chair Ortiz, seconded by Board Member Breceda, to: 1) approve the request by IMD Enterprises, LLC, to extend the term of the Original Loan for the Amended and Restated Unsecured Promissory Note (Amended Note) to be repaid until June 30, 2021; 2) authorize the Authority Counsel to prepare all relevant loan extension documents to extend the term of the loan, with all costs to be reimbursed by IMD Enterprises, LLC; and 3) authorize the Executive Director to execute same subject to Authority Counsel approval as to form, subject to the requirement that all said documents must be executed by all parties by May 5, 2021. The motion was unanimously approved.

**NEW BUSINESS**

ITEM NO. 2A
VERBAL REPORT ON LOS ANGELES COUNTY'S WHITTIER PLACE PROJECT

VERBAL REPORT ON LOS ANGELES COUNTY'S WHITTIER PLACE PROJECT

EXECUTIVE DIRECTOR TAM — Executive Director Tam provided the verbal report, wherein he expounded on the staff report that was presented on May 8, 2019.

CARMEN ROMAN — Responding to a question by Carmen Roman, Executive Director Tam noted that the staff report indicates that a one-time payment of $550,000 was approved at that time.

**PUBLIC HEARINGS** — None.

**FUTURE AGENDA ITEMS REQUESTED BY BOARD MEMBERS**

EXECUTIVE DIRECTOR TAM — Executive Director Tam advised that Housing staff will perform an income recertification of the remaining Mayans Housing Purchase Program participants in order to ensure their continued eligibility for the program, and noted that the last time a recertification was conducted was in 2019.

CHAIR ORTIZ — Chair Ortiz stated that this item could be brought forth at a future meeting for further discussion.

**ADJOURNMENT** — There being no further business to conduct, the meeting was adjourned at 8:19 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

HA Item 2A

☐City Council
☐Successor Agency
☒Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of IRWINDALE
**AGENDA REPORT**

Date: April 28, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Mayans Housing Purchase Program Recertification

**Executive Director's Recommendation:**

**1)** Discuss the Mayans Housing Purchase Program Recertification.

**2)** Provide direction to staff.

**Prepared and Submitted by:**

William K. Tam, Executive Director
(626) 430-2217

**Reviewed by:**

Adrian Guerra, Authority Counsel — ***Electronically Approved***

Eva Carreon, Finance Director / City Treasurer

**Approved by:**

William K. Tam, Executive Director

**Background and Analysis:**

1. As requested by the Irwindale Housing Authority Board at its meeting of April 14, 2021, staff was asked to agendize this subject matter for Board discussion.

2. The Housing Authority was recently notified that Phase 4 of the project, consisting of 7 total income-restricted units, is nearing completion with an expected completion date of late July or early August of 2021.

3. According to the Guidelines, Policies and Procedures for the Mayans Housing Purchase Program, all income-restricted units have been developed and offered for sale only to qualifying applicants pursuant to the Authority's income eligibility classification criteria.

4. On April 8, 2021, staff issued a letter to the remaining six (6) lottery winning applicants of the Phase 4 Mayans Housing Purchase Program requesting the submission of all required documents to recertify their household information for the calendar year 2020.

5. The purpose of the recertification is to certify each applicant's 2020 household income to ensure that it meets the Authority's income eligibility classification criteria for each income-restricted unit based on State of California Department of Housing and Community Development Division of Housing Policy Development ("HCD") 2020 income limits for California counties.

**FISCAL IMPACT:**

None.

**ATTACHMENTS:**

1. April 8, 2021 HA Recertification letter to lottery winning applicants of the Phase 4 Mayans Housing Purchase Program

**HOUSING AUTHORITY**

April 8, 2021

Angelica Torres
4643 Fraijo
Irwindale, CA 91706

USPS TRACKING # & CUSTOMER RECEIPT LABEL (ROLL) **9114 9999 4431 4900 0211 17**
For Tracking or inquiries go to USPS.com or call 1-800-222-1811.

Re: **Mayans Housing Purchase Program Recertification**

Dear Applicant:

The Irwindale Housing Authority ("Housing Authority") has been notified that the Mayans Housing Project Phase 4 is nearing completion. As stated in the Guidelines, Policies and Procedures for the Mayans Housing Purchase Program, all income-restricted units have been developed and offered for sale only to qualifying applicants pursuant to the Authority's income eligibility classification criteria. **All Phase 4 units have been designated for sale to very low, and low income households, and it is now necessary to recertify your household information for the calendar year 2020 for your continued participation in the Mayans Housing Purchase Program.**

In order to determine an applicant's household income, the Authority uses the State of California Department of Housing and Community Development Division of Housing Policy Development ("HCD") income limits for California counties. HCD's 2020 income limits will be used to determine your household income category.

All applicant(s) and household members will be required to submit the following:

- The attached Supplemental Application Form listing all household members who will reside in the unit.
- Verification of age for all household members (driver's license, California ID, birth certificate, or passport).
- Four (4) most recent sources of income including but not limited to pay stubs, social security checks, rental income, pension, alimony, AFDC, unemployment, child support, foster care, alimony, interest from savings and interest from CD's for all household members over the age of eighteen (18).
- Last three (3) years Federal tax returns (if not available, 2020 W-2 forms or 1099's must be submitted) for all household members over the age of eighteen (18)
- Most recent bank statements for the past 3 months (savings, checking, CD, etc.) for all household members over the age of eighteen (18).



*5050 North Irwindale Ave., Irwindale, CA. 91706* *(626)430-2200 Facsimile: (626)962-4209*

For self-employed individuals:

- Last three (3) years Federal tax returns for the business
- Current profit and loss statement

If applicable, documentation to verify (Please contact the Housing Authority for the required forms):

- Handicap (disability)
- Veteran Status
- Residency verification

The required information must be received by **May 13, 2021 at 6:00 p.m.** at Irwindale City Hall. If mailed, this information must be post marked **before midnight on May 13, 2021. If the requested information is not submitted or postmarked by May 13, 2021, your application will be deemed incomplete and you will be deemed ineligible to participate in the Program, NO EXCEPTIONS.** If you have any questions, or wish to discuss further, please contact the undersigned at the number listed below.

Sincerely,

William Tam, Executive Director



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# IRWINDALE HOUSING AUTHORITY GUIDELINES, POLICIES AND PROCEDURES FOR THE MAYANS HOUSING PURCHASE PROGRAM (Phase 4)

**Adopted by the:**

**Irwindale Housing Authority**

**Approved: December 18, 2013**

**Amendment No. 1: August 26, 2020**

## GUIDELINES, POLICIES, AND PROCEDURES FOR THE MAYANS HOUSING PURCHASE PROGRAM

### SECTION 1. GENERAL

The Irwindale Housing Authority ("Authority") is pursuing the development of a housing project, known as the "Mayans" project, which is intended to include affordable single family homes on several sites in the City of Irwindale. The Authority has adopted these Guidelines, Policies, and Procedures to govern the marketing of the homes in the project to further the Authority's goals of providing additional single-family housing stock for Irwindale residents to replace existing substandard housing units and to create decent, safe and sanitary first time ownership opportunities.

### SECTION 2. MAYANS HOUSING PURCHASE PROGRAM GUIDELINES, POLICIES AND PROCEDURES

**A. Definitions**

1. ***Applicant***

   A person/family submitting a formal application for consideration and determination of eligibility to purchase a home hereunder.

2. ***Application Deadline***

   The Application Deadline shall be the date established by the Authority as the deadline for submitting Applications for this program.

3. ***Conflict of Interest***

   Authority Board members and officers of the Authority or Agency, or management level employees of the Authority are deemed to have a conflict of interest and may not participate in this program. Persons who exercise operational responsibilities relative to any financing pertaining to the Mayans project are similarly deemed to have a conflict of interest.

4. ***Continuous Resident***

   A "Continuous Resident(s)" shall be placed in two (2) subcategories thereof: Those persons/families continuously residing in Irwindale since at least fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category A" Continuous Resident. Those persons/families continuously residing in Irwindale for at least thirty-six (36) months but establishing residence on or after fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category B" Continuous Resident.

5. ***Dependent***

Dependent shall be an immediate family member who resides with an Irwindale resident or former resident.

6. ***Disabled Family***

(a) Any person or his/her family member who has a disability or handicap recognized under the Americans with Disabilities Act of 1990, as amended, which includes:

(i) a physical or mental impairment that substantially limits one or more of the major life activities of such individual;

(ii) a record of such an impairment; or

(iii) being regarded as having such an impairment (42 U.S.C. §12102.)

(b) A handicap does not include current, illegal use of or addiction to a controlled substance. For purposes of this part, an individual shall not be considered to have a handicap solely because that individual is a transvestite. (24 C.F.R. § 100.201) As used in this definition:

(c) "Physical or mental impairment" includes:

(i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs, cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or

(ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

(d) "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(e) "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical

impairment that substantially limits one or more major life activities.

(f) "Is regarded as having an impairment" means:

(i) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by another person as constituting such a limitation;

(ii) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of other toward such impairment; or

(iii) Has none of the impairments defined in paragraph (i) of this definition but is treated by another person as having such an impairment.

Medical certification of a disability or handicap is required from persons claiming disability who are not recipients of benefits under either 42 U.S.C. § 423 (Social Security Act) or § 102 (b) (5) of the Development Services and Facilities Construction Amendments of 1970. The laws and regulations cited in this Section may be amended from time to time by the appropriate governmental authority. Any such amendments that modify the definitions contained herein shall be automatically incorporated without formal action by the Authority.

7. ***Displaced Person***

A Displaced Person shall have the meaning set forth in Government Code section 7260 and encompass those persons/families who have been displaced by the former Irwindale Community Redevelopment Agency or Irwindale Housing Authority from legal residential units on or after September 1, 2008. A Displaced Person subject to this definition shall have priority over other categories of persons pursuant to Section 2.C below.

8. ***Elderly Family***

An Elderly Family is a family where any member is at least sixty-two (62) years of age or older.

9. ***Employed within City Limits***

Those persons/families continuously working in the City of Irwindale for at least thirty-six (36) months preceding the Application Deadline.

10. ***First Time Homebuyer***

Persons who have not owned a home in whole or part shall be considered First Time Homebuyers. Security interests shall not be deemed ownership unless actual residency took place.

11. ***Former Resident***

Persons who previously resided within Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, but who do not currently reside in Irwindale, shall be considered to be Former Residents.

12. ***Handicapped Person***

A person having a disability or handicap, which (a) is expected to be of long continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could not be improved by more suitable housing. Any member of a family who is handicapped qualifies that family as a Disabled Family. (See: ***"Disabled Family"***.)

13. ***Immediate Family Member***

Parents, grandparents, siblings, or children of Continuous Residents are considered to be Immediate Family Members.

14. ***Income Qualification Criteria (APPLICABLE TO INCOME-RESTRICTED UNITS ONLY)***

Extremely low, very low, low and moderate income qualification criteria shall be as set forth in Exhibit "A" hereto, which may be amended from time to time without formal action by the Authority to be consistent with state laws and regulations (Subchapter 2 of Chapter 6.5 of Division 1 of Title 25, California Code of Regulations; see also: California Health and Safety Code §§ 50106, 50105, 50079.5 and 50093.)

15. ***Interrupted Resident***

Any person (or family) who resided in Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, moved away for a period of time, but has reestablished a bona fide residence within the City limits of Irwindale for at least one year prior to the Application Deadline shall be considered to be an Interrupted Resident.

16. ***Non-resident***

Any person (or family) who is not now and has not been a resident of Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline.

17. ***Purchaser***

An applicant successfully completing the application process and purchasing a home hereunder.

18. ***Veteran***

Any person who has been honorably discharged from one of the military services of the United States shall be considered a Veteran.

**B. <u>Eligibility Criteria</u>**

Since the Mayans Housing Purchase Program is a sales program, there are three (3) primary criteria which must be met to determine eligibility:

1. Qualification for an appropriate mortgage loan to finance the purchase.
2. Income eligibility under § 2.A.12, above, for units restricted to low to moderate income persons.
3. Be at least eighteen (18) years of age at time of purchase.

**C. <u>Priorities</u>**

Eligible applications from persons/families meeting basic income (extremely low, very low, low or moderate income) criteria for the Mayans Housing Purchase Program shall be processed based upon the following priority schedule and the application procedures in Section 2.D:

1. **First Priority Criteria: Income Eligibility Classification (applicable to income-restricted units only)**

**Phase I & 2**

(a) Extremely low income persons/family – three (3) -restricted homes **[subject to modification]**

(b) Very low income persons/family – six (6) restricted homes **[subject to modification]**

(c) Low income persons/families – six (6) restricted homes**[subject to modification]**

(d) Moderate income persons/families – six (6)restricted homes **[subject to modification]**

**Phase 3**

(a) Extremely low income persons/family – one (1) -restricted homes **[subject to modification]**

(b) Very low income persons/family – three (3) restricted homes **[subject to modification]**

(c) Low income persons/families – two (2) restricted homes**[subject to modification]**

**Phase 4**

(a) Very low income persons/family – four (4) restricted homes **[subject to modification]**

(b) Low income persons/families – three (3) restricted homes**[subject to modification]**

A primary goal of the Authority is to create, to the extent feasible, sufficient new owner-occupied single family residences to meet the projected needs of First Time Homebuyers. Accordingly, and notwithstanding the initial allocations established in § 2.C.1, above, pertaining to the number of units allocated among the income categories, the Authority retains the right to reallocate the final number of units specified for each income category, if deemed necessary and appropriate, to meet the quantified needs of First Time Homebuyers.

2. **Second Priority Criteria:**

| | | | |
|---|---|---|---|
| (a) | Displaced Person | Priority | 1 |
| (b) | First Time Homebuyer | Priority | 2 |
| (b) | Disabled Family | Priority | 3 |
| (c) | Veteran | Priority | 4 |
| (d) | Elderly | Priority | 5 |
| (e) | None of the above | Priority | 6 |

3. **Third Priority Criteria**

(a) Category A Continuous Irwindale Resident - Priority 1

(b) Category B Continuous Resident – Priority 2

(c) Interrupted Resident – Priority 3

(d) Former Resident – Priority 4

(e) Immediate Family Member – Priority 5

(f) Employed within the City of Irwindale City limits – Priority 6

(g) None of the above – Priority 7

4. Disqualification or Termination of Applicant. Should any applicant be unable to secure financing following selection of a home, the provisions of Section 2.D.2(d) below shall apply. Further, the Authority retains the right to terminate any applicant's right to continue to

participate in the Mayans Housing Selection Program at any time pursuant to Section 2.D.1(j) below.

## D. Application Procedure

### 1. Applications

(a) Upon commencement of the application process, interested persons will be required to complete and sign an Application. As a material part of the Application, interested persons will be required to execute an authorization and waiver form for release of information from persons, firms, public entities and others who may retain data necessary for a complete analysis of the Application. Data needed will include name, address, telephone number, family composition and ages, declaration of income and assets, declaration of outstanding financial obligations, veteran status, declaration of physical status (with appropriate medical confirmation), declaration of home ownership status. (See: § 2.D.1(i)) Applications shall also include a requirement of the applicant to secure a "Preliminary Loan Approval Letter" from a qualified lender or mortgage broker that is working with the applicant. The "Preliminary Loan Approval Letter" shall indicate the names of the applicant(s), verification that a credit check and reference has been completed and the amount of preliminary loan approval for the applicant(s).

**IMPORTANT**: APPLICATIONS AND A "PRELIMINARY LOAN APPROVAL LETTER" **MUST** BE RECEIVED BY THE AUTHORITY PRIOR TO THE APPLICATION DEADLINE. APPLICATIONS RECEIVED AFTER THE APPLICATION DEADLINE WILL NOT BE CONSIDERED FOR THIS PROGRAM.

Appropriate assistance in completing the Application will be provided to interested persons, if requested.

(b) Applications along with the "Preliminary Loan Approval Letter" shall be submitted for review and screening.

(c) Applications for income-restricted units will then be assigned to the appropriate First Priority classification under § 2.C.1.

(d) Applications will then be assigned the applicable numerical priority rating according to the Second Priority Criteria set forth in § 2.C.2, above.

(e) Applications will then be further prioritized with each category by the Third Priority Criteria set forth in § 2.C.3, above.

(f) Within the numerical allotments provided by the First Eligibility Criteria (§ 2.C.1), the final order of priority will be established by adding the numerical priority rating assigned to each Application. The Applications will be ranked, in order of descending priority, with the smallest total number assigned being the highest priority. For example, an Applicant who is a First Time Homebuyer (Priority 2 in the Secondary Priority Criteria), and Category A Continuous Irwindale Resident (Priority 1 in the Third Priority Criteria) will have a total Priority Rating of 3 and would be ranked higher than an Applicant who is a "none of the above" (Priority 6 in the Second Priority Criteria) and an Immediate Family Member (Priority 5 in the Third Priority Criteria) with a total Priority Rating of 11.

(g) In the event a tie occurs between two (2) or more Applicants, the total Priority Rating rank order will be assigned by a random blind drawing conducted by the Executive Director.

(h) The Authority staff will verify the following data:

(i) name and address

(ii) residence requirement

(iii) employment

(iv) income

(v) existing equity/assets (if applicable)

(vi) credit history

(vii) property ownership

(i) Documentation necessary to verify income, age, handicap (disability), and residency requirements shall be submitted with application documents and may include, but is not limited to: birth certificates, current pay check stubs, income tax returns, employment/salary verification, bank statements for all checking and/or savings accounts, telephone records and utility records, hospital admittance records, medical care records, and records of educational institutions and public agencies as the same are relevant to matters pertaining to verification of information submitted.

(j) All data submitted shall be verified as true and correct under penalty of perjury of the laws of the State of California. Should any applicant submit data to the Authority, which is untrue, incorrect or misleading, the applicant's right to participate in the Mayans Housing Selection Program shall be terminated at any time during the process.

(k) Ineligible or terminated Applicants shall be notified, in writing, with a statement from the Executive Director indicating why the Applicant has been denied and advising the Applicant of his or her right to appeal the determination in writing within ten (10) days of the letter of denial. Appeals will be heard by the Authority Board and the Authority Board's determination shall be final.

2. **Applications**

(a) If by the Application Deadline there are insufficient eligible Applicants for the available units, the Authority Board may extend the Application Deadline to accept additional applications which will be processed in accordance with the procedures set forth in § 2.D.1, above.

(b) Priority for Applicants shall be strictly maintained in accordance with the application period during which submittal occurred. Additional Applicants authorized by the Board after the first thirty (30) days shall not be included with the first group of Applicants.

(c) Once financing has been approved escrow will be entered into. Upon release of funds in an amount sufficient to purchase the unit, then title will transfer to the Applicant/Purchaser.

(d) Following the award of a home pursuant to the house selection process conducted on September 16, 2019, should any Applicant fail to secure a preliminary loan approval letter by September 30, 2019, the Authority shall notify the Applicant in writing of such failure and, if not remedied within seven (7) calendar days after the date of such notice, the Applicant's right to continue to participate in the Mayans Housing Purchase Program shall terminate and the Authority shall select the next applicant in the final priority listing (dated June 5, 2019) for such home.

**SECTION 3. FINANCING**

The Authority will provide second trust deed financing to assist the purchasers of the income-restricted units, in exchange for the affordability restrictions described in Section 4 below. Such financing shall be subject to additional procedures and guidelines which shall be established by the Authority.

**SECTION 4. ADDITIONAL OWNERSHIP REQUIREMENTS**

A. All Purchasers of income-restricted units shall be required to enter into appropriate instruments (promissory notes, deed restrictions, repurchase options, *etc.*), as determined by the Authority, with regard to maintenance of the home for very low to moderate income purposes for at least forty-five (45) years or longer as determined by the Authority and required by law (the "Restriction Period" hereinafter). (See: California Health and

Safety Code § 33334.3) The affordability restrictions are described in general below, but the provisions of the promissory note, deed of trust, and regulatory agreement will control.

B. Purchasers of income-restricted units shall be restricted from selling the home purchased hereunder to any person other than another income-qualified buyer or the Authority during the Restriction Period (minimum forty-five (45) years). The resale price to another income-qualified buyer will be restricted to an affordable housing cost which will be determined in accordance with the promissory note, deed of trust, and regulatory agreement. Under certain limited circumstances an income-restricted unit may be sold to a non-qualified buyer, but in that event the Authority will receive a portion of the increase in equity. The percentage of equity coming back to the Authority decreases the longer the home is owned by an income-qualified buyer. The equity sharing procedures and percentages are contained in the regulatory agreement.

C. The Purchaser of an income-restricted unit shall be precluded from encumbrancing, mortgaging, hypothecating or allowing the imposition of liens on the home without the prior, express written permission of the Authority. The limits for such encumbrances shall be the same as the limits set by the Authority for their housing rehabilitation loans, and may be adjusted from time to time. Further limitations are described in the regulatory agreement.

D. The Purchaser of an income-restricted unit shall use and occupy the home purchased hereunder as the Purchaser's principal place of residence upon close of escrow or within such timeline as may be established by the Authority and shall continue to so use and occupy the home for the duration of the Restriction Period to the exclusion of all other abodes. The Purchaser shall not rent or lease the home for any reason at any time during the Restriction Period.

E. If the Purchaser of an income-restricted unit fails to make all payments in a timely manner or to keep the home lien free, the Authority shall maintain the right to repurchase or foreclose on the home in accordance with the promissory note, deed of trust, and regulatory agreement.

F. A household, family unit, or immediate family members may qualify to purchase only one home under this program. For the purposes of this program, adult, nondependent siblings shall not be prohibited from qualifying independently as a separate household or family unit provided they do not reside together or share housekeeping expenses or duties.

G. Every deed given by the Authority shall refer to these Guidelines and be binding as conditions, covenants and restrictions running with the land.

# IRWINDALE HOUSING AUTHORITY

## MAYANS HOUSING PURCHASE PROGRAM

## SUPPLEMENTAL APPLICATION FORM (APRIL 2021)

*Information provided herein shall be kept confidential and shall be used for the sole purpose of determining eligibility for the Irwindale Housing Authority's First Time Homebuyer Program.*

**Applicant** _____

Home Phone: _____ Cell Phone: _____

Address _____
Street Address

_____
City State Zip

Have you moved in the last twelve (12) months? __ yes __ no

Have you changed jobs in the last twelve (12) months? __ yes __ no

If yes, please provide the following information:

Current Employer _____ Length of Employment _____yr.

Address _____

Employer Phone (____) _____ Occupation _____

Gross Monthly Pay $ _____

**Co-Applicant or Spouse's Name** _____

Home Phone: _____ Cell Phone: _____

Address _____
Street Address

_____
City State Zip

Have you moved in the last twelve (12) months? __ yes __ no

Have you changed jobs in the last twelve (12) months? __ yes __ no

If yes, please provide the following information:

Current Employer _____ Length of Employment _____yr.

Address _____

Employer Phone (____) _____ Occupation _____

Gross Monthly Pay $ _____

**Income Verification:**
Please attach copies of the **four (4)** most recent sources of income including but not limited to: pay stubs, or other evidence of your social security checks, rental income, pension, alimony, AFDC, unemployment, child support, foster care, alimony, interest from savings and interest from CD's for **all** household members over the age of eighteen (18).

**Bank Statement:**
Please attach a copy of your most recent bank statement for the past three (3) months for **all** household members over the age of eighteen (18).

**Household Size:**
Number of dependents under the age of 18 living at home ____.

**HOUSEHOLD SIZE**

Please list **all** household members who will reside in the unit:

| Name | Age | Wage Earner? (Yes/No)* |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

*Each wage earner must submit the last three (3) years of income tax returns and four (4) most recent pay stubs. If over the age of 18 and a full time student, proof of full time student status must be provided (i.e. letter from registrar).

**Income Tax Returns:**

1. Attached are true, correct, and exact copies of my/our 2020:
   - ☐ Individual Federal Income Tax Returns;
   - ☐ My/our Partnership Federal Income Tax Returns;
   - ☐ My/our Corporate Federal Income Tax Returns;
   - ☐ My/our 2020 W-2 (this option is only available if you have not filed your 2020 Tax Returns)
   - ☐ My/our 2020 1099 (this option is only available if you have not filed your 2020 Tax Returns)
2. These Income Tax Returns are submitted to you as part of my/our application and I/we understand that you will be materially relying upon these Income Tax Returns in determining whether or not to approve my/our eligibility in the Irwindale Housing Authority's First Time Homebuyer Program.
3. I/We hereby authorize Irwindale Housing Authority, its agents and employees, to communicate with the Internal Revenue Service regarding the tax return information submitted for the purpose of obtaining certified copies of my/our tax returns for the above-described years, if in the sole discretion of the Irwindale Housing Authority, it deems it necessary or appropriate to request such certified copies of my/our returns.

**IMPORTANT – READ BEFORE SIGNING:**
I/(We) certify that the above statements and all data submitted to the Irwindale Housing Authority in connection with this application are true and correct under penalty of perjury of the laws of the State of California. I/(We) understand that documentation necessary to verify income, age, handicap (disability), veteran status, and residency information must be submitted with the application documents. I/(We) authorize the Irwindale Housing Authority to verify credit worthiness.

_____ _____
Applicant's Signature Date

_____ _____
Co-Applicant's Signature Date

**An incomplete Supplemental Application Form ("Form") will NOT be accepted and will be returned to you. The required information and Form must be received by May 14, 2021, at 6:00 p.m. at Irwindale City Hall. If mailed, this information must be post marked before midnight on May 14, 2021. If the required information and Form are submitted after this date and time they will not be accepted and your application will be deemed incomplete. Furthermore, late-received or incomplete applications will be ineligible to participate in this Irwindale Housing Authority's Mayans Housing Purchase Program.**

**FOR OFFICE USE ONLY:**
Supplemental Application form for the Irwindale Housing Authority's Mayans Housing Purchase Program received:

Date _____ Time _____ AM/PM

_____ _____
Signed Print

**HOUSING AUTHORITY**

April 8, 2021

Roman Arce
5222 Morada
Irwindale, CA 91706

USPS TRACKING # & CUSTOMER RECEIPT LABEL (ROLL) **9114 9999 4431 4900 0211 31**
For Tracking or inquiries go to USPS.com or call 1-800-222-1811.

Re: **Mayans Housing Purchase Program Recertification**

Dear Applicant:

The Irwindale Housing Authority ("Housing Authority") has been notified that the Mayans Housing Project Phase 4 is nearing completion. As stated in the Guidelines, Policies and Procedures for the Mayans Housing Purchase Program, all income-restricted units have been developed and offered for sale only to qualifying applicants pursuant to the Authority's income eligibility classification criteria. **All Phase 4 units have been designated for sale to very low, and low income households, and it is now necessary to recertify your household information for the calendar year 2020 for your continued participation in the Mayans Housing Purchase Program.**

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Sincerely,

William Tam, Executive Director



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# IRWINDALE HOUSING AUTHORITY GUIDELINES, POLICIES AND PROCEDURES FOR THE MAYANS HOUSING PURCHASE PROGRAM (Phase 4)

**Adopted by the:**

**Irwindale Housing Authority**

**Approved: December 18, 2013**

**Amendment No. 1: August 26, 2020**

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### SECTION 2. MAYANS HOUSING PURCHASE PROGRAM GUIDELINES, POLICIES AND PROCEDURES

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   A person/family submitting a formal application for consideration and determination of eligibility to purchase a home hereunder.

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3. ***Conflict of Interest***

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6. ***Disabled Family***

(a) Any person or his/her family member who has a disability or handicap recognized under the Americans with Disabilities Act of 1990, as amended, which includes:

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(ii) a record of such an impairment; or

(iii) being regarded as having such an impairment (42 U.S.C. §12102.)

(b) A handicap does not include current, illegal use of or addiction to a controlled substance. For purposes of this part, an individual shall not be considered to have a handicap solely because that individual is a transvestite. (24 C.F.R. § 100.201) As used in this definition:

(c) "Physical or mental impairment" includes:

(i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs, cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or

(ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

(d) "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(e) "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical

impairment that substantially limits one or more major life activities.

(f) "Is regarded as having an impairment" means:

(i) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by another person as constituting such a limitation;

(ii) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of other toward such impairment; or

(iii) Has none of the impairments defined in paragraph (i) of this definition but is treated by another person as having such an impairment.

Medical certification of a disability or handicap is required from persons claiming disability who are not recipients of benefits under either 42 U.S.C. § 423 (Social Security Act) or § 102 (b) (5) of the Development Services and Facilities Construction Amendments of 1970. The laws and regulations cited in this Section may be amended from time to time by the appropriate governmental authority. Any such amendments that modify the definitions contained herein shall be automatically incorporated without formal action by the Authority.

7. ***Displaced Person***

A Displaced Person shall have the meaning set forth in Government Code section 7260 and encompass those persons/families who have been displaced by the former Irwindale Community Redevelopment Agency or Irwindale Housing Authority from legal residential units on or after September 1, 2008. A Displaced Person subject to this definition shall have priority over other categories of persons pursuant to Section 2.C below.

8. ***Elderly Family***

An Elderly Family is a family where any member is at least sixty-two (62) years of age or older.

9. ***Employed within City Limits***

Those persons/families continuously working in the City of Irwindale for at least thirty-six (36) months preceding the Application Deadline.

10. ***First Time Homebuyer***

Persons who have not owned a home in whole or part shall be considered First Time Homebuyers. Security interests shall not be deemed ownership unless actual residency took place.

11. ***Former Resident***

Persons who previously resided within Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, but who do not currently reside in Irwindale, shall be considered to be Former Residents.

12. ***Handicapped Person***

A person having a disability or handicap, which (a) is expected to be of long continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could not be improved by more suitable housing. Any member of a family who is handicapped qualifies that family as a Disabled Family. (See: ***"Disabled Family"***.)

13. ***Immediate Family Member***

Parents, grandparents, siblings, or children of Continuous Residents are considered to be Immediate Family Members.

14. ***Income Qualification Criteria (APPLICABLE TO INCOME-RESTRICTED UNITS ONLY)***

Extremely low, very low, low and moderate income qualification criteria shall be as set forth in Exhibit "A" hereto, which may be amended from time to time without formal action by the Authority to be consistent with state laws and regulations (Subchapter 2 of Chapter 6.5 of Division 1 of Title 25, California Code of Regulations; see also: California Health and Safety Code §§ 50106, 50105, 50079.5 and 50093.)

15. ***Interrupted Resident***

Any person (or family) who resided in Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, moved away for a period of time, but has reestablished a bona fide residence within the City limits of Irwindale for at least one year prior to the Application Deadline shall be considered to be an Interrupted Resident.

16. ***Non-resident***

Any person (or family) who is not now and has not been a resident of Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline.

17. ***Purchaser***

An applicant successfully completing the application process and purchasing a home hereunder.

18. ***Veteran***

Any person who has been honorably discharged from one of the military services of the United States shall be considered a Veteran.

**B. Eligibility Criteria**

Since the Mayans Housing Purchase Program is a sales program, there are three (3) primary criteria which must be met to determine eligibility:

1. Qualification for an appropriate mortgage loan to finance the purchase.
2. Income eligibility under § 2.A.12, above, for units restricted to low to moderate income persons.
3. Be at least eighteen (18) years of age at time of purchase.

**C. Priorities**

Eligible applications from persons/families meeting basic income (extremely low, very low, low or moderate income) criteria for the Mayans Housing Purchase Program shall be processed based upon the following priority schedule and the application procedures in Section 2.D:

1. **First Priority Criteria: Income Eligibility Classification (applicable to income-restricted units only)**

**Phase I & 2**

(a) Extremely low income persons/family – three (3) -restricted homes **[subject to modification]**

(b) Very low income persons/family – six (6) restricted homes **[subject to modification]**

(c) Low income persons/families – six (6) restricted homes**[subject to modification]**

(d) Moderate income persons/families – six (6)restricted homes **[subject to modification]**

**Phase 3**

(a) Extremely low income persons/family – one (1) -restricted homes **[subject to modification]**

(b) Very low income persons/family – three (3) restricted homes **[subject to modification]**

(c) Low income persons/families – two (2) restricted homes**[subject to modification]**

**Phase 4**

(a) Very low income persons/family – four (4) restricted homes **[subject to modification]**

(b) Low income persons/families – three (3) restricted homes**[subject to modification]**

A primary goal of the Authority is to create, to the extent feasible, sufficient new owner-occupied single family residences to meet the projected needs of First Time Homebuyers. Accordingly, and notwithstanding the initial allocations established in § 2.C.1, above, pertaining to the number of units allocated among the income categories, the Authority retains the right to reallocate the final number of units specified for each income category, if deemed necessary and appropriate, to meet the quantified needs of First Time Homebuyers.

2. **Second Priority Criteria:**

| | | | |
|---|---|---|---|
| (a) | Displaced Person | Priority | 1 |
| (b) | First Time Homebuyer | Priority | 2 |
| (b) | Disabled Family | Priority | 3 |
| (c) | Veteran | Priority | 4 |
| (d) | Elderly | Priority | 5 |
| (e) | None of the above | Priority | 6 |

3. **Third Priority Criteria**

(a) Category A Continuous Irwindale Resident - Priority 1

(b) Category B Continuous Resident – Priority 2

(c) Interrupted Resident – Priority 3

(d) Former Resident – Priority 4

(e) Immediate Family Member – Priority 5

(f) Employed within the City of Irwindale City limits – Priority 6

(g) None of the above – Priority 7

4. Disqualification or Termination of Applicant. Should any applicant be unable to secure financing following selection of a home, the provisions of Section 2.D.2(d) below shall apply. Further, the Authority retains the right to terminate any applicant's right to continue to

participate in the Mayans Housing Selection Program at any time pursuant to Section 2.D.1(j) below.

## D. Application Procedure

### 1. Applications

(a) Upon commencement of the application process, interested persons will be required to complete and sign an Application. As a material part of the Application, interested persons will be required to execute an authorization and waiver form for release of information from persons, firms, public entities and others who may retain data necessary for a complete analysis of the Application. Data needed will include name, address, telephone number, family composition and ages, declaration of income and assets, declaration of outstanding financial obligations, veteran status, declaration of physical status (with appropriate medical confirmation), declaration of home ownership status. (See: § 2.D.1(i)) Applications shall also include a requirement of the applicant to secure a "Preliminary Loan Approval Letter" from a qualified lender or mortgage broker that is working with the applicant. The "Preliminary Loan Approval Letter" shall indicate the names of the applicant(s), verification that a credit check and reference has been completed and the amount of preliminary loan approval for the applicant(s).

**IMPORTANT**: APPLICATIONS AND A "PRELIMINARY LOAN APPROVAL LETTER" **MUST** BE RECEIVED BY THE AUTHORITY PRIOR TO THE APPLICATION DEADLINE. APPLICATIONS RECEIVED AFTER THE APPLICATION DEADLINE WILL NOT BE CONSIDERED FOR THIS PROGRAM.

Appropriate assistance in completing the Application will be provided to interested persons, if requested.

(b) Applications along with the "Preliminary Loan Approval Letter" shall be submitted for review and screening.

(c) Applications for income-restricted units will then be assigned to the appropriate First Priority classification under § 2.C.1.

(d) Applications will then be assigned the applicable numerical priority rating according to the Second Priority Criteria set forth in § 2.C.2, above.

(e) Applications will then be further prioritized with each category by the Third Priority Criteria set forth in § 2.C.3, above.

(f) Within the numerical allotments provided by the First Eligibility Criteria (§ 2.C.1), the final order of priority will be established by adding the numerical priority rating assigned to each Application. The Applications will be ranked, in order of descending priority, with the smallest total number assigned being the highest priority. For example, an Applicant who is a First Time Homebuyer (Priority 2 in the Secondary Priority Criteria), and Category A Continuous Irwindale Resident (Priority 1 in the Third Priority Criteria) will have a total Priority Rating of 3 and would be ranked higher than an Applicant who is a "none of the above" (Priority 6 in the Second Priority Criteria) and an Immediate Family Member (Priority 5 in the Third Priority Criteria) with a total Priority Rating of 11.

(g) In the event a tie occurs between two (2) or more Applicants, the total Priority Rating rank order will be assigned by a random blind drawing conducted by the Executive Director.

(h) The Authority staff will verify the following data:

(i) name and address

(ii) residence requirement

(iii) employment

(iv) income

(v) existing equity/assets (if applicable)

(vi) credit history

(vii) property ownership

(i) Documentation necessary to verify income, age, handicap (disability), and residency requirements shall be submitted with application documents and may include, but is not limited to: birth certificates, current pay check stubs, income tax returns, employment/salary verification, bank statements for all checking and/or savings accounts, telephone records and utility records, hospital admittance records, medical care records, and records of educational institutions and public agencies as the same are relevant to matters pertaining to verification of information submitted.

(j) All data submitted shall be verified as true and correct under penalty of perjury of the laws of the State of California. Should any applicant submit data to the Authority, which is untrue, incorrect or misleading, the applicant's right to participate in the Mayans Housing Selection Program shall be terminated at any time during the process.

(k) Ineligible or terminated Applicants shall be notified, in writing, with a statement from the Executive Director indicating why the Applicant has been denied and advising the Applicant of his or her right to appeal the determination in writing within ten (10) days of the letter of denial. Appeals will be heard by the Authority Board and the Authority Board's determination shall be final.

2. **Applications**

(a) If by the Application Deadline there are insufficient eligible Applicants for the available units, the Authority Board may extend the Application Deadline to accept additional applications which will be processed in accordance with the procedures set forth in § 2.D.1, above.

(b) Priority for Applicants shall be strictly maintained in accordance with the application period during which submittal occurred. Additional Applicants authorized by the Board after the first thirty (30) days shall not be included with the first group of Applicants.

(c) Once financing has been approved escrow will be entered into. Upon release of funds in an amount sufficient to purchase the unit, then title will transfer to the Applicant/Purchaser.

(d) Following the award of a home pursuant to the house selection process conducted on September 16, 2019, should any Applicant fail to secure a preliminary loan approval letter by September 30, 2019, the Authority shall notify the Applicant in writing of such failure and, if not remedied within seven (7) calendar days after the date of such notice, the Applicant's right to continue to participate in the Mayans Housing Purchase Program shall terminate and the Authority shall select the next applicant in the final priority listing (dated June 5, 2019) for such home.

**SECTION 3. FINANCING**

The Authority will provide second trust deed financing to assist the purchasers of the income-restricted units, in exchange for the affordability restrictions described in Section 4 below. Such financing shall be subject to additional procedures and guidelines which shall be established by the Authority.

**SECTION 4. ADDITIONAL OWNERSHIP REQUIREMENTS**

A. All Purchasers of income-restricted units shall be required to enter into appropriate instruments (promissory notes, deed restrictions, repurchase options, *etc.*), as determined by the Authority, with regard to maintenance of the home for very low to moderate income purposes for at least forty-five (45) years or longer as determined by the Authority and required by law (the "Restriction Period" hereinafter). (See: California Health and

Safety Code § 33334.3) The affordability restrictions are described in general below, but the provisions of the promissory note, deed of trust, and regulatory agreement will control.

B. Purchasers of income-restricted units shall be restricted from selling the home purchased hereunder to any person other than another income-qualified buyer or the Authority during the Restriction Period (minimum forty-five (45) years). The resale price to another income-qualified buyer will be restricted to an affordable housing cost which will be determined in accordance with the promissory note, deed of trust, and regulatory agreement. Under certain limited circumstances an income-restricted unit may be sold to a non-qualified buyer, but in that event the Authority will receive a portion of the increase in equity. The percentage of equity coming back to the Authority decreases the longer the home is owned by an income-qualified buyer. The equity sharing procedures and percentages are contained in the regulatory agreement.

C. The Purchaser of an income-restricted unit shall be precluded from encumbrancing, mortgaging, hypothecating or allowing the imposition of liens on the home without the prior, express written permission of the Authority. The limits for such encumbrances shall be the same as the limits set by the Authority for their housing rehabilitation loans, and may be adjusted from time to time. Further limitations are described in the regulatory agreement.

D. The Purchaser of an income-restricted unit shall use and occupy the home purchased hereunder as the Purchaser's principal place of residence upon close of escrow or within such timeline as may be established by the Authority and shall continue to so use and occupy the home for the duration of the Restriction Period to the exclusion of all other abodes. The Purchaser shall not rent or lease the home for any reason at any time during the Restriction Period.

E. If the Purchaser of an income-restricted unit fails to make all payments in a timely manner or to keep the home lien free, the Authority shall maintain the right to repurchase or foreclose on the home in accordance with the promissory note, deed of trust, and regulatory agreement.

F. A household, family unit, or immediate family members may qualify to purchase only one home under this program. For the purposes of this program, adult, nondependent siblings shall not be prohibited from qualifying independently as a separate household or family unit provided they do not reside together or share housekeeping expenses or duties.

G. Every deed given by the Authority shall refer to these Guidelines and be binding as conditions, covenants and restrictions running with the land.

# IRWINDALE HOUSING AUTHORITY

## MAYANS HOUSING PURCHASE PROGRAM

## SUPPLEMENTAL APPLICATION FORM (APRIL 2021)

*Information provided herein shall be kept confidential and shall be used for the sole purpose of determining eligibility for the Irwindale Housing Authority's First Time Homebuyer Program.*

**Applicant** _____

Home Phone: _____ Cell Phone: _____

Address _____
Street Address

_____
City State Zip

Have you moved in the last twelve (12) months? __ yes __ no

Have you changed jobs in the last twelve (12) months? __ yes __ no

If yes, please provide the following information:

Current Employer _____ Length of Employment _____yr.

Address _____

Employer Phone (____) _____ Occupation _____

Gross Monthly Pay $ _____

**Co-Applicant or Spouse's Name** _____

Home Phone: _____ Cell Phone: _____

Address _____
Street Address

_____
City State Zip

Have you moved in the last twelve (12) months? __ yes __ no

Have you changed jobs in the last twelve (12) months? __ yes __ no

If yes, please provide the following information:

Current Employer _____ Length of Employment _____yr.

Address _____

Employer Phone (____) _____ Occupation _____

Gross Monthly Pay $ _____

**Income Verification:**
Please attach copies of the **four (4)** most recent sources of income including but not limited to: pay stubs, or other evidence of your social security checks, rental income, pension, alimony, AFDC, unemployment, child support, foster care, alimony, interest from savings and interest from CD's for **all** household members over the age of eighteen (18).

**Bank Statement:**
Please attach a copy of your most recent bank statement for the past three (3) months for **all** household members over the age of eighteen (18).

**Household Size:**
Number of dependents under the age of 18 living at home ____.

**HOUSEHOLD SIZE**

Please list **all** household members who will reside in the unit:

| Name | Age | Wage Earner? (Yes/No)* |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

*Each wage earner must submit the last three (3) years of income tax returns and four (4) most recent pay stubs. If over the age of 18 and a full time student, proof of full time student status must be provided (i.e. letter from registrar).

**Income Tax Returns:**

1. Attached are true, correct, and exact copies of my/our 2020:
   - ☐ Individual Federal Income Tax Returns;
   - ☐ My/our Partnership Federal Income Tax Returns;
   - ☐ My/our Corporate Federal Income Tax Returns;
   - ☐ My/our 2020 W-2 (this option is only available if you have not filed your 2020 Tax Returns)
   - ☐ My/our 2020 1099 (this option is only available if you have not filed your 2020 Tax Returns)
2. These Income Tax Returns are submitted to you as part of my/our application and I/we understand that you will be materially relying upon these Income Tax Returns in determining whether or not to approve my/our eligibility in the Irwindale Housing Authority's First Time Homebuyer Program.
3. I/We hereby authorize Irwindale Housing Authority, its agents and employees, to communicate with the Internal Revenue Service regarding the tax return information submitted for the purpose of obtaining certified copies of my/our tax returns for the above-described years, if in the sole discretion of the Irwindale Housing Authority, it deems it necessary or appropriate to request such certified copies of my/our returns.

**IMPORTANT – READ BEFORE SIGNING:**

I/(We) certify that the above statements and all data submitted to the Irwindale Housing Authority in connection with this application are true and correct under penalty of perjury of the laws of the State of California. I/(We) understand that documentation necessary to verify income, age, handicap (disability), veteran status, and residency information must be submitted with the application documents. I/(We) authorize the Irwindale Housing Authority to verify credit worthiness.

_____ _____

Applicant's Signature Date

_____ _____

Co-Applicant's Signature Date

**An incomplete Supplemental Application Form ("Form") will NOT be accepted and will be returned to you. The required information and Form must be received by May 14, 2021, at 6:00 p.m. at Irwindale City Hall. If mailed, this information must be post marked before midnight on May 14, 2021. If the required information and Form are submitted after this date and time they will not be accepted and your application will be deemed incomplete. Furthermore, late-received or incomplete applications will be ineligible to participate in this Irwindale Housing Authority's Mayans Housing Purchase Program.**

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**FOR OFFICE USE ONLY:**

Supplemental Application form for the Irwindale Housing Authority's Mayans Housing Purchase Program received:

Date _____ Time _____ AM/PM

_____ _____

Signed Print

City of IRWINDALE

**HOUSING AUTHORITY**

April 8, 2021

Victor Dominguez
726 Meridian
Duarte, CA 91010

USPS TRACKING # & CUSTOMER RECEIPT LABEL (ROLL) **9114 9999 4431 4900 0211 62**
For Tracking or inquiries go to USPS.com or call 1-800-222-1811.

Re: **Mayans Housing Purchase Program Recertification**

Dear Applicant:

The Irwindale Housing Authority ("Housing Authority") has been notified that the Mayans Housing Project Phase 4 is nearing completion. As stated in the Guidelines, Policies and Procedures for the Mayans Housing Purchase Program, all income-restricted units have been developed and offered for sale only to qualifying applicants pursuant to the Authority's income eligibility classification criteria. **All Phase 4 units have been designated for sale to very low, and low income households, and it is now necessary to recertify your household information for the calendar year 2020 for your continued participation in the Mayans Housing Purchase Program.**

In order to determine an applicant's household income, the Authority uses the State of California Department of Housing and Community Development Division of Housing Policy Development ("HCD") income limits for California counties. HCD's 2020 income limits will be used to determine your household income category.

All applicant(s) and household members will be required to submit the following:

- The attached Supplemental Application Form listing all household members who will reside in the unit.
- Verification of age for all household members (driver's license, California ID, birth certificate, or passport).
- Four (4) most recent sources of income including but not limited to pay stubs, social security checks, rental income, pension, alimony, AFDC, unemployment, child support, foster care, alimony, interest from savings and interest from CD's for all household members over the age of eighteen (18).
- Last three (3) years Federal tax returns (if not available, 2020 W-2 forms or 1099's must be submitted) for all household members over the age of eighteen (18)
- Most recent bank statements for the past 3 months (savings, checking, CD, etc.) for all household members over the age of eighteen (18).



*5050 North Irwindale Ave., Irwindale, CA. 91706* *(626)430-2200 Facsimile: (626)962-4209*

For self-employed individuals:

- Last three (3) years Federal tax returns for the business
- Current profit and loss statement

If applicable, documentation to verify (Please contact the Housing Authority for the required forms):

- Handicap (disability)
- Veteran Status
- Residency verification

The required information must be received by **May 13, 2021 at 6:00 p.m.** at Irwindale City Hall. If mailed, this information must be post marked **before midnight on May 13, 2021. If the requested information is not submitted or postmarked by May 13, 2021, your application will be deemed incomplete and you will be deemed ineligible to participate in the Program, NO EXCEPTIONS.** If you have any questions, or wish to discuss further, please contact the undersigned at the number listed below.

Sincerely,

William Tam, Executive Director



*5050 North Irwindale Ave., Irwindale, CA. 91706* *(626)430-2200 Facsimile: (626)962-4209*

# IRWINDALE HOUSING AUTHORITY GUIDELINES, POLICIES AND PROCEDURES FOR THE MAYANS HOUSING PURCHASE PROGRAM (Phase 4)

**Adopted by the:**

**Irwindale Housing Authority**

**Approved: December 18, 2013**

**Amendment No. 1: August 26, 2020**

## GUIDELINES, POLICIES, AND PROCEDURES FOR THE MAYANS HOUSING PURCHASE PROGRAM

### SECTION 1. GENERAL

The Irwindale Housing Authority ("Authority") is pursuing the development of a housing project, known as the "Mayans" project, which is intended to include affordable single family homes on several sites in the City of Irwindale. The Authority has adopted these Guidelines, Policies, and Procedures to govern the marketing of the homes in the project to further the Authority's goals of providing additional single-family housing stock for Irwindale residents to replace existing substandard housing units and to create decent, safe and sanitary first time ownership opportunities.

### SECTION 2. MAYANS HOUSING PURCHASE PROGRAM GUIDELINES, POLICIES AND PROCEDURES

#### A. Definitions

1. ***Applicant***

   A person/family submitting a formal application for consideration and determination of eligibility to purchase a home hereunder.

2. ***Application Deadline***

   The Application Deadline shall be the date established by the Authority as the deadline for submitting Applications for this program.

3. ***Conflict of Interest***

   Authority Board members and officers of the Authority or Agency, or management level employees of the Authority are deemed to have a conflict of interest and may not participate in this program. Persons who exercise operational responsibilities relative to any financing pertaining to the Mayans project are similarly deemed to have a conflict of interest.

4. ***Continuous Resident***

   A "Continuous Resident(s)" shall be placed in two (2) subcategories thereof: Those persons/families continuously residing in Irwindale since at least fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category A" Continuous Resident. Those persons/families continuously residing in Irwindale for at least thirty-six (36) months but establishing residence on or after fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category B" Continuous Resident.

5. ***Dependent***

Dependent shall be an immediate family member who resides with an Irwindale resident or former resident.

6. ***Disabled Family***

(a) Any person or his/her family member who has a disability or handicap recognized under the Americans with Disabilities Act of 1990, as amended, which includes:

(i) a physical or mental impairment that substantially limits one or more of the major life activities of such individual;

(ii) a record of such an impairment; or

(iii) being regarded as having such an impairment (42 U.S.C. §12102.)

(b) A handicap does not include current, illegal use of or addiction to a controlled substance. For purposes of this part, an individual shall not be considered to have a handicap solely because that individual is a transvestite. (24 C.F.R. § 100.201) As used in this definition:

(c) "Physical or mental impairment" includes:

(i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs, cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or

(ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

(d) "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(e) "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical

impairment that substantially limits one or more major life activities.

(f) "Is regarded as having an impairment" means:

(i) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by another person as constituting such a limitation;

(ii) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of other toward such impairment; or

(iii) Has none of the impairments defined in paragraph (i) of this definition but is treated by another person as having such an impairment.

Medical certification of a disability or handicap is required from persons claiming disability who are not recipients of benefits under either 42 U.S.C. § 423 (Social Security Act) or § 102 (b) (5) of the Development Services and Facilities Construction Amendments of 1970. The laws and regulations cited in this Section may be amended from time to time by the appropriate governmental authority. Any such amendments that modify the definitions contained herein shall be automatically incorporated without formal action by the Authority.

7. ***Displaced Person***

A Displaced Person shall have the meaning set forth in Government Code section 7260 and encompass those persons/families who have been displaced by the former Irwindale Community Redevelopment Agency or Irwindale Housing Authority from legal residential units on or after September 1, 2008. A Displaced Person subject to this definition shall have priority over other categories of persons pursuant to Section 2.C below.

8. ***Elderly Family***

An Elderly Family is a family where any member is at least sixty-two (62) years of age or older.

9. ***Employed within City Limits***

Those persons/families continuously working in the City of Irwindale for at least thirty-six (36) months preceding the Application Deadline.

10. ***First Time Homebuyer***

Persons who have not owned a home in whole or part shall be considered First Time Homebuyers. Security interests shall not be deemed ownership unless actual residency took place.

11. ***Former Resident***

Persons who previously resided within Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, but who do not currently reside in Irwindale, shall be considered to be Former Residents.

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A person having a disability or handicap, which (a) is expected to be of long continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could not be improved by more suitable housing. Any member of a family who is handicapped qualifies that family as a Disabled Family. (See: ***"Disabled Family"***.)

13. ***Immediate Family Member***

Parents, grandparents, siblings, or children of Continuous Residents are considered to be Immediate Family Members.

14. ***Income Qualification Criteria (APPLICABLE TO INCOME-RESTRICTED UNITS ONLY)***

Extremely low, very low, low and moderate income qualification criteria shall be as set forth in Exhibit "A" hereto, which may be amended from time to time without formal action by the Authority to be consistent with state laws and regulations (Subchapter 2 of Chapter 6.5 of Division 1 of Title 25, California Code of Regulations; see also: California Health and Safety Code §§ 50106, 50105, 50079.5 and 50093.)

15. ***Interrupted Resident***

Any person (or family) who resided in Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, moved away for a period of time, but has reestablished a bona fide residence within the City limits of Irwindale for at least one year prior to the Application Deadline shall be considered to be an Interrupted Resident.

16. ***Non-resident***

Any person (or family) who is not now and has not been a resident of Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline.

17. ***Purchaser***

An applicant successfully completing the application process and purchasing a home hereunder.

18. ***Veteran***

Any person who has been honorably discharged from one of the military services of the United States shall be considered a Veteran.

**B. Eligibility Criteria**

Since the Mayans Housing Purchase Program is a sales program, there are three (3) primary criteria which must be met to determine eligibility:

1. Qualification for an appropriate mortgage loan to finance the purchase.
2. Income eligibility under § 2.A.12, above, for units restricted to low to moderate income persons.
3. Be at least eighteen (18) years of age at time of purchase.

**C. Priorities**

Eligible applications from persons/families meeting basic income (extremely low, very low, low or moderate income) criteria for the Mayans Housing Purchase Program shall be processed based upon the following priority schedule and the application procedures in Section 2.D:

1. **First Priority Criteria: Income Eligibility Classification (applicable to income-restricted units only)**

**Phase I & 2**

(a) Extremely low income persons/family – three (3) -restricted homes **[subject to modification]**

(b) Very low income persons/family – six (6) restricted homes **[subject to modification]**

(c) Low income persons/families – six (6) restricted homes**[subject to modification]**

(d) Moderate income persons/families – six (6)restricted homes **[subject to modification]**

**Phase 3**

(a) Extremely low income persons/family – one (1) -restricted homes **[subject to modification]**

(b) Very low income persons/family – three (3) restricted homes **[subject to modification]**

(c) Low income persons/families – two (2) restricted homes**[subject to modification]**

**Phase 4**

(a) Very low income persons/family – four (4) restricted homes **[subject to modification]**

(b) Low income persons/families – three (3) restricted homes**[subject to modification]**

A primary goal of the Authority is to create, to the extent feasible, sufficient new owner-occupied single family residences to meet the projected needs of First Time Homebuyers. Accordingly, and notwithstanding the initial allocations established in § 2.C.1, above, pertaining to the number of units allocated among the income categories, the Authority retains the right to reallocate the final number of units specified for each income category, if deemed necessary and appropriate, to meet the quantified needs of First Time Homebuyers.

2. **Second Priority Criteria:**

| | | | |
|---|---|---|---|
| (a) | Displaced Person | Priority | 1 |
| (b) | First Time Homebuyer | Priority | 2 |
| (b) | Disabled Family | Priority | 3 |
| (c) | Veteran | Priority | 4 |
| (d) | Elderly | Priority | 5 |
| (e) | None of the above | Priority | 6 |

3. **Third Priority Criteria**

(a) Category A Continuous Irwindale Resident - Priority 1

(b) Category B Continuous Resident – Priority 2

(c) Interrupted Resident – Priority 3

(d) Former Resident – Priority 4

(e) Immediate Family Member – Priority 5

(f) Employed within the City of Irwindale City limits – Priority 6

(g) None of the above – Priority 7

4. Disqualification or Termination of Applicant. Should any applicant be unable to secure financing following selection of a home, the provisions of Section 2.D.2(d) below shall apply. Further, the Authority retains the right to terminate any applicant's right to continue to

participate in the Mayans Housing Selection Program at any time pursuant to Section 2.D.1(j) below.

## D. Application Procedure

### 1. Applications

(a) Upon commencement of the application process, interested persons will be required to complete and sign an Application. As a material part of the Application, interested persons will be required to execute an authorization and waiver form for release of information from persons, firms, public entities and others who may retain data necessary for a complete analysis of the Application. Data needed will include name, address, telephone number, family composition and ages, declaration of income and assets, declaration of outstanding financial obligations, veteran status, declaration of physical status (with appropriate medical confirmation), declaration of home ownership status. (See: § 2.D.1(i)) Applications shall also include a requirement of the applicant to secure a "Preliminary Loan Approval Letter" from a qualified lender or mortgage broker that is working with the applicant. The "Preliminary Loan Approval Letter" shall indicate the names of the applicant(s), verification that a credit check and reference has been completed and the amount of preliminary loan approval for the applicant(s).

**IMPORTANT**: APPLICATIONS AND A "PRELIMINARY LOAN APPROVAL LETTER" **MUST** BE RECEIVED BY THE AUTHORITY PRIOR TO THE APPLICATION DEADLINE. APPLICATIONS RECEIVED AFTER THE APPLICATION DEADLINE WILL NOT BE CONSIDERED FOR THIS PROGRAM.

Appropriate assistance in completing the Application will be provided to interested persons, if requested.

(b) Applications along with the "Preliminary Loan Approval Letter" shall be submitted for review and screening.

(c) Applications for income-restricted units will then be assigned to the appropriate First Priority classification under § 2.C.1.

(d) Applications will then be assigned the applicable numerical priority rating according to the Second Priority Criteria set forth in § 2.C.2, above.

(e) Applications will then be further prioritized with each category by the Third Priority Criteria set forth in § 2.C.3, above.

(f) Within the numerical allotments provided by the First Eligibility Criteria (§ 2.C.1), the final order of priority will be established by adding the numerical priority rating assigned to each Application. The Applications will be ranked, in order of descending priority, with the smallest total number assigned being the highest priority. For example, an Applicant who is a First Time Homebuyer (Priority 2 in the Secondary Priority Criteria), and Category A Continuous Irwindale Resident (Priority 1 in the Third Priority Criteria) will have a total Priority Rating of 3 and would be ranked higher than an Applicant who is a "none of the above" (Priority 6 in the Second Priority Criteria) and an Immediate Family Member (Priority 5 in the Third Priority Criteria) with a total Priority Rating of 11.

(g) In the event a tie occurs between two (2) or more Applicants, the total Priority Rating rank order will be assigned by a random blind drawing conducted by the Executive Director.

(h) The Authority staff will verify the following data:

(i) name and address

(ii) residence requirement

(iii) employment

(iv) income

(v) existing equity/assets (if applicable)

(vi) credit history

(vii) property ownership

(i) Documentation necessary to verify income, age, handicap (disability), and residency requirements shall be submitted with application documents and may include, but is not limited to: birth certificates, current pay check stubs, income tax returns, employment/salary verification, bank statements for all checking and/or savings accounts, telephone records and utility records, hospital admittance records, medical care records, and records of educational institutions and public agencies as the same are relevant to matters pertaining to verification of information submitted.

(j) All data submitted shall be verified as true and correct under penalty of perjury of the laws of the State of California. Should any applicant submit data to the Authority, which is untrue, incorrect or misleading, the applicant's right to participate in the Mayans Housing Selection Program shall be terminated at any time during the process.

(k) Ineligible or terminated Applicants shall be notified, in writing, with a statement from the Executive Director indicating why the Applicant has been denied and advising the Applicant of his or her right to appeal the determination in writing within ten (10) days of the letter of denial. Appeals will be heard by the Authority Board and the Authority Board's determination shall be final.

2. **Applications**

(a) If by the Application Deadline there are insufficient eligible Applicants for the available units, the Authority Board may extend the Application Deadline to accept additional applications which will be processed in accordance with the procedures set forth in § 2.D.1, above.

(b) Priority for Applicants shall be strictly maintained in accordance with the application period during which submittal occurred. Additional Applicants authorized by the Board after the first thirty (30) days shall not be included with the first group of Applicants.

(c) Once financing has been approved escrow will be entered into. Upon release of funds in an amount sufficient to purchase the unit, then title will transfer to the Applicant/Purchaser.

(d) Following the award of a home pursuant to the house selection process conducted on September 16, 2019, should any Applicant fail to secure a preliminary loan approval letter by September 30, 2019, the Authority shall notify the Applicant in writing of such failure and, if not remedied within seven (7) calendar days after the date of such notice, the Applicant's right to continue to participate in the Mayans Housing Purchase Program shall terminate and the Authority shall select the next applicant in the final priority listing (dated June 5, 2019) for such home.

**SECTION 3. FINANCING**

The Authority will provide second trust deed financing to assist the purchasers of the income-restricted units, in exchange for the affordability restrictions described in Section 4 below. Such financing shall be subject to additional procedures and guidelines which shall be established by the Authority.

**SECTION 4. ADDITIONAL OWNERSHIP REQUIREMENTS**

A. All Purchasers of income-restricted units shall be required to enter into appropriate instruments (promissory notes, deed restrictions, repurchase options, *etc.*), as determined by the Authority, with regard to maintenance of the home for very low to moderate income purposes for at least forty-five (45) years or longer as determined by the Authority and required by law (the "Restriction Period" hereinafter). (See: California Health and

Safety Code § 33334.3) The affordability restrictions are described in general below, but the provisions of the promissory note, deed of trust, and regulatory agreement will control.

B. Purchasers of income-restricted units shall be restricted from selling the home purchased hereunder to any person other than another income-qualified buyer or the Authority during the Restriction Period (minimum forty-five (45) years). The resale price to another income-qualified buyer will be restricted to an affordable housing cost which will be determined in accordance with the promissory note, deed of trust, and regulatory agreement. Under certain limited circumstances an income-restricted unit may be sold to a non-qualified buyer, but in that event the Authority will receive a portion of the increase in equity. The percentage of equity coming back to the Authority decreases the longer the home is owned by an income-qualified buyer. The equity sharing procedures and percentages are contained in the regulatory agreement.

C. The Purchaser of an income-restricted unit shall be precluded from encumbrancing, mortgaging, hypothecating or allowing the imposition of liens on the home without the prior, express written permission of the Authority. The limits for such encumbrances shall be the same as the limits set by the Authority for their housing rehabilitation loans, and may be adjusted from time to time. Further limitations are described in the regulatory agreement.

D. The Purchaser of an income-restricted unit shall use and occupy the home purchased hereunder as the Purchaser's principal place of residence upon close of escrow or within such timeline as may be established by the Authority and shall continue to so use and occupy the home for the duration of the Restriction Period to the exclusion of all other abodes. The Purchaser shall not rent or lease the home for any reason at any time during the Restriction Period.

E. If the Purchaser of an income-restricted unit fails to make all payments in a timely manner or to keep the home lien free, the Authority shall maintain the right to repurchase or foreclose on the home in accordance with the promissory note, deed of trust, and regulatory agreement.

F. A household, family unit, or immediate family members may qualify to purchase only one home under this program. For the purposes of this program, adult, nondependent siblings shall not be prohibited from qualifying independently as a separate household or family unit provided they do not reside together or share housekeeping expenses or duties.

G. Every deed given by the Authority shall refer to these Guidelines and be binding as conditions, covenants and restrictions running with the land.

# IRWINDALE HOUSING AUTHORITY

## MAYANS HOUSING PURCHASE PROGRAM

## SUPPLEMENTAL APPLICATION FORM (APRIL 2021)

*Information provided herein shall be kept confidential and shall be used for the sole purpose of determining eligibility for the Irwindale Housing Authority's First Time Homebuyer Program.*

**Applicant** _____

Home Phone: _____ Cell Phone: _____

Address _____
Street Address

_____
City State Zip

Have you moved in the last twelve (12) months? __ yes __ no

Have you changed jobs in the last twelve (12) months? __ yes __ no

If yes, please provide the following information:

Current Employer _____ Length of Employment _____yr.

Address _____

Employer Phone (____) _____ Occupation _____

Gross Monthly Pay $ _____

**Co-Applicant or Spouse's Name** _____

Home Phone: _____ Cell Phone: _____

Address _____
Street Address

_____
City State Zip

Have you moved in the last twelve (12) months? __ yes __ no

Have you changed jobs in the last twelve (12) months? __ yes __ no

If yes, please provide the following information:

Current Employer _____ Length of Employment _____yr.

Address _____

Employer Phone (____) _____ Occupation _____

Gross Monthly Pay $ _____

**Income Verification:**
Please attach copies of the **four (4)** most recent sources of income including but not limited to: pay stubs, or other evidence of your social security checks, rental income, pension, alimony, AFDC, unemployment, child support, foster care, alimony, interest from savings and interest from CD's for **all** household members over the age of eighteen (18).

**Bank Statement:**
Please attach a copy of your most recent bank statement for the past three (3) months for **all** household members over the age of eighteen (18).

**Household Size:**
Number of dependents under the age of 18 living at home ____.

**HOUSEHOLD SIZE**

Please list **all** household members who will reside in the unit:

| Name | Age | Wage Earner? (Yes/No)* |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

*Each wage earner must submit the last three (3) years of income tax returns and four (4) most recent pay stubs. If over the age of 18 and a full time student, proof of full time student status must be provided (i.e. letter from registrar).

**Income Tax Returns:**

1. Attached are true, correct, and exact copies of my/our 2020:
   - ☐ Individual Federal Income Tax Returns;
   - ☐ My/our Partnership Federal Income Tax Returns;
   - ☐ My/our Corporate Federal Income Tax Returns;
   - ☐ My/our 2020 W-2 (this option is only available if you have not filed your 2020 Tax Returns)
   - ☐ My/our 2020 1099 (this option is only available if you have not filed your 2020 Tax Returns)
2. These Income Tax Returns are submitted to you as part of my/our application and I/we understand that you will be materially relying upon these Income Tax Returns in determining whether or not to approve my/our eligibility in the Irwindale Housing Authority's First Time Homebuyer Program.
3. I/We hereby authorize Irwindale Housing Authority, its agents and employees, to communicate with the Internal Revenue Service regarding the tax return information submitted for the purpose of obtaining certified copies of my/our tax returns for the above-described years, if in the sole discretion of the Irwindale Housing Authority, it deems it necessary or appropriate to request such certified copies of my/our returns.

**IMPORTANT – READ BEFORE SIGNING:**
I/(We) certify that the above statements and all data submitted to the Irwindale Housing Authority in connection with this application are true and correct under penalty of perjury of the laws of the State of California. I/(We) understand that documentation necessary to verify income, age, handicap (disability), veteran status, and residency information must be submitted with the application documents. I/(We) authorize the Irwindale Housing Authority to verify credit worthiness.

_____ _____
Applicant's Signature Date

_____ _____
Co-Applicant's Signature Date

**An incomplete Supplemental Application Form ("Form") will NOT be accepted and will be returned to you. The required information and Form must be received by May 14, 2021, at 6:00 p.m. at Irwindale City Hall. If mailed, this information must be post marked before midnight on May 14, 2021. If the required information and Form are submitted after this date and time they will not be accepted and your application will be deemed incomplete. Furthermore, late-received or incomplete applications will be ineligible to participate in this Irwindale Housing Authority's Mayans Housing Purchase Program.**

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**FOR OFFICE USE ONLY:**
Supplemental Application form for the Irwindale Housing Authority's Mayans Housing Purchase Program received:

Date _____ Time _____ AM/PM

_____ _____
Signed Print

City of IRWINDALE

**HOUSING AUTHORITY**

April 8, 2021

Crystal Hernandez
5138 Ayon Avenue
Irwindale, CA 91706

USPS TRACKING # & CUSTOMER RECEIPT LABEL (ROLL) **9114 9999 4431 4900 0211 55**
For Tracking or inquiries go to USPS.com or call 1-800-222-1811.

Re: **Mayans Housing Purchase Program Recertification**

Dear Applicant:

The Irwindale Housing Authority ("Housing Authority") has been notified that the Mayans Housing Project Phase 4 is nearing completion. As stated in the Guidelines, Policies and Procedures for the Mayans Housing Purchase Program, all income-restricted units have been developed and offered for sale only to qualifying applicants pursuant to the Authority's income eligibility classification criteria. **All Phase 4 units have been designated for sale to very low, and low income households, and it is now necessary to recertify your household information for the calendar year 2020 for your continued participation in the Mayans Housing Purchase Program.**

In order to determine an applicant's household income, the Authority uses the State of California Department of Housing and Community Development Division of Housing Policy Development ("HCD") income limits for California counties. HCD's 2020 income limits will be used to determine your household income category.

All applicant(s) and household members will be required to submit the following:

- The attached Supplemental Application Form listing all household members who will reside in the unit.
- Verification of age for all household members (driver's license, California ID, birth certificate, or passport).
- Four (4) most recent sources of income including but not limited to pay stubs, social security checks, rental income, pension, alimony, AFDC, unemployment, child support, foster care, alimony, interest from savings and interest from CD's for all household members over the age of eighteen (18).
- Last three (3) years Federal tax returns (if not available, 2020 W-2 forms or 1099's must be submitted) for all household members over the age of eighteen (18)
- Most recent bank statements for the past 3 months (savings, checking, CD, etc.) for all household members over the age of eighteen (18).

For self-employed individuals:

- Last three (3) years Federal tax returns for the business
- Current profit and loss statement

If applicable, documentation to verify (Please contact the Housing Authority for the required forms):

- Handicap (disability)
- Veteran Status
- Residency verification

The required information must be received by **May 13, 2021 at 6:00 p.m.** at Irwindale City Hall. If mailed, this information must be post marked **before midnight on May 13, 2021. If the requested information is not submitted or postmarked by May 13, 2021, your application will be deemed incomplete and you will be deemed ineligible to participate in the Program, NO EXCEPTIONS.** If you have any questions, or wish to discuss further, please contact the undersigned at the number listed below.

Sincerely,

William Tam, Executive Director



*5050 North Irwindale Ave., Irwindale, CA. 91706* *(626)430-2200 Facsimile: (626)962-4209*

# IRWINDALE HOUSING AUTHORITY GUIDELINES, POLICIES AND PROCEDURES FOR THE MAYANS HOUSING PURCHASE PROGRAM (Phase 4)

**Adopted by the:**

**Irwindale Housing Authority**

**Approved: December 18, 2013**

**Amendment No. 1: August 26, 2020**

## GUIDELINES, POLICIES, AND PROCEDURES FOR THE MAYANS HOUSING PURCHASE PROGRAM

### SECTION 1. GENERAL

The Irwindale Housing Authority ("Authority") is pursuing the development of a housing project, known as the "Mayans" project, which is intended to include affordable single family homes on several sites in the City of Irwindale. The Authority has adopted these Guidelines, Policies, and Procedures to govern the marketing of the homes in the project to further the Authority's goals of providing additional single-family housing stock for Irwindale residents to replace existing substandard housing units and to create decent, safe and sanitary first time ownership opportunities.

### SECTION 2. MAYANS HOUSING PURCHASE PROGRAM GUIDELINES, POLICIES AND PROCEDURES

#### A. Definitions

1. ***Applicant***

   A person/family submitting a formal application for consideration and determination of eligibility to purchase a home hereunder.

2. ***Application Deadline***

   The Application Deadline shall be the date established by the Authority as the deadline for submitting Applications for this program.

3. ***Conflict of Interest***

   Authority Board members and officers of the Authority or Agency, or management level employees of the Authority are deemed to have a conflict of interest and may not participate in this program. Persons who exercise operational responsibilities relative to any financing pertaining to the Mayans project are similarly deemed to have a conflict of interest.

4. ***Continuous Resident***

   A "Continuous Resident(s)" shall be placed in two (2) subcategories thereof: Those persons/families continuously residing in Irwindale since at least fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category A" Continuous Resident. Those persons/families continuously residing in Irwindale for at least thirty-six (36) months but establishing residence on or after fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category B" Continuous Resident.

5. ***Dependent***

   Dependent shall be an immediate family member who resides with an Irwindale resident or former resident.

6. ***Disabled Family***

   (a) Any person or his/her family member who has a disability or handicap recognized under the Americans with Disabilities Act of 1990, as amended, which includes:

      (i) a physical or mental impairment that substantially limits one or more of the major life activities of such individual;

      (ii) a record of such an impairment; or

      (iii) being regarded as having such an impairment (42 U.S.C. §12102.)

   (b) A handicap does not include current, illegal use of or addiction to a controlled substance. For purposes of this part, an individual shall not be considered to have a handicap solely because that individual is a transvestite. (24 C.F.R. § 100.201) As used in this definition:

   (c) "Physical or mental impairment" includes:

      (i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs, cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or

      (ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

   (d) "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

   (e) "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical

impairment that substantially limits one or more major life activities.

(f) "Is regarded as having an impairment" means:

(i) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by another person as constituting such a limitation;

(ii) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of other toward such impairment; or

(iii) Has none of the impairments defined in paragraph (i) of this definition but is treated by another person as having such an impairment.

Medical certification of a disability or handicap is required from persons claiming disability who are not recipients of benefits under either 42 U.S.C. § 423 (Social Security Act) or § 102 (b) (5) of the Development Services and Facilities Construction Amendments of 1970. The laws and regulations cited in this Section may be amended from time to time by the appropriate governmental authority. Any such amendments that modify the definitions contained herein shall be automatically incorporated without formal action by the Authority.

7. ***Displaced Person***

A Displaced Person shall have the meaning set forth in Government Code section 7260 and encompass those persons/families who have been displaced by the former Irwindale Community Redevelopment Agency or Irwindale Housing Authority from legal residential units on or after September 1, 2008. A Displaced Person subject to this definition shall have priority over other categories of persons pursuant to Section 2.C below.

8. ***Elderly Family***

An Elderly Family is a family where any member is at least sixty-two (62) years of age or older.

9. ***Employed within City Limits***

Those persons/families continuously working in the City of Irwindale for at least thirty-six (36) months preceding the Application Deadline.

10. ***First Time Homebuyer***

Persons who have not owned a home in whole or part shall be considered First Time Homebuyers. Security interests shall not be deemed ownership unless actual residency took place.

11. ***Former Resident***

Persons who previously resided within Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, but who do not currently reside in Irwindale, shall be considered to be Former Residents.

12. ***Handicapped Person***

A person having a disability or handicap, which (a) is expected to be of long continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could not be improved by more suitable housing. Any member of a family who is handicapped qualifies that family as a Disabled Family. (See: ***"Disabled Family"***.)

13. ***Immediate Family Member***

Parents, grandparents, siblings, or children of Continuous Residents are considered to be Immediate Family Members.

14. ***Income Qualification Criteria (APPLICABLE TO INCOME-RESTRICTED UNITS ONLY)***

Extremely low, very low, low and moderate income qualification criteria shall be as set forth in Exhibit "A" hereto, which may be amended from time to time without formal action by the Authority to be consistent with state laws and regulations (Subchapter 2 of Chapter 6.5 of Division 1 of Title 25, California Code of Regulations; see also: California Health and Safety Code §§ 50106, 50105, 50079.5 and 50093.)

15. ***Interrupted Resident***

Any person (or family) who resided in Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, moved away for a period of time, but has reestablished a bona fide residence within the City limits of Irwindale for at least one year prior to the Application Deadline shall be considered to be an Interrupted Resident.

16. ***Non-resident***

Any person (or family) who is not now and has not been a resident of Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline.

17. ***Purchaser***

An applicant successfully completing the application process and purchasing a home hereunder.

18. ***Veteran***

Any person who has been honorably discharged from one of the military services of the United States shall be considered a Veteran.

**B. Eligibility Criteria**

Since the Mayans Housing Purchase Program is a sales program, there are three (3) primary criteria which must be met to determine eligibility:

1. Qualification for an appropriate mortgage loan to finance the purchase.
2. Income eligibility under § 2.A.12, above, for units restricted to low to moderate income persons.
3. Be at least eighteen (18) years of age at time of purchase.

**C. Priorities**

Eligible applications from persons/families meeting basic income (extremely low, very low, low or moderate income) criteria for the Mayans Housing Purchase Program shall be processed based upon the following priority schedule and the application procedures in Section 2.D:

1. **First Priority Criteria: Income Eligibility Classification (applicable to income-restricted units only)**

**Phase I & 2**

(a) Extremely low income persons/family – three (3) -restricted homes **[subject to modification]**

(b) Very low income persons/family – six (6) restricted homes **[subject to modification]**

(c) Low income persons/families – six (6) restricted homes**[subject to modification]**

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(a) Extremely low income persons/family – one (1) -restricted homes **[subject to modification]**

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**Phase 4**

(a) Very low income persons/family – four (4) restricted homes **[subject to modification]**

(b) Low income persons/families – three (3) restricted homes**[subject to modification]**

A primary goal of the Authority is to create, to the extent feasible, sufficient new owner-occupied single family residences to meet the projected needs of First Time Homebuyers. Accordingly, and notwithstanding the initial allocations established in § 2.C.1, above, pertaining to the number of units allocated among the income categories, the Authority retains the right to reallocate the final number of units specified for each income category, if deemed necessary and appropriate, to meet the quantified needs of First Time Homebuyers.

2. **Second Priority Criteria:**

| | | | |
|---|---|---|---|
| (a) | Displaced Person | Priority | 1 |
| (b) | First Time Homebuyer | Priority | 2 |
| (b) | Disabled Family | Priority | 3 |
| (c) | Veteran | Priority | 4 |
| (d) | Elderly | Priority | 5 |
| (e) | None of the above | Priority | 6 |

3. **Third Priority Criteria**

(a) Category A Continuous Irwindale Resident - Priority 1

(b) Category B Continuous Resident – Priority 2

(c) Interrupted Resident – Priority 3

(d) Former Resident – Priority 4

(e) Immediate Family Member – Priority 5

(f) Employed within the City of Irwindale City limits – Priority 6

(g) None of the above – Priority 7

4. Disqualification or Termination of Applicant. Should any applicant be unable to secure financing following selection of a home, the provisions of Section 2.D.2(d) below shall apply. Further, the Authority retains the right to terminate any applicant's right to continue to

participate in the Mayans Housing Selection Program at any time pursuant to Section 2.D.1(j) below.

## D. Application Procedure

### 1. Applications

(a) Upon commencement of the application process, interested persons will be required to complete and sign an Application. As a material part of the Application, interested persons will be required to execute an authorization and waiver form for release of information from persons, firms, public entities and others who may retain data necessary for a complete analysis of the Application. Data needed will include name, address, telephone number, family composition and ages, declaration of income and assets, declaration of outstanding financial obligations, veteran status, declaration of physical status (with appropriate medical confirmation), declaration of home ownership status. (See: § 2.D.1(i)) Applications shall also include a requirement of the applicant to secure a "Preliminary Loan Approval Letter" from a qualified lender or mortgage broker that is working with the applicant. The "Preliminary Loan Approval Letter" shall indicate the names of the applicant(s), verification that a credit check and reference has been completed and the amount of preliminary loan approval for the applicant(s).

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Appropriate assistance in completing the Application will be provided to interested persons, if requested.

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(c) Applications for income-restricted units will then be assigned to the appropriate First Priority classification under § 2.C.1.

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(e) Applications will then be further prioritized with each category by the Third Priority Criteria set forth in § 2.C.3, above.

(f) Within the numerical allotments provided by the First Eligibility Criteria (§ 2.C.1), the final order of priority will be established by adding the numerical priority rating assigned to each Application. The Applications will be ranked, in order of descending priority, with the smallest total number assigned being the highest priority. For example, an Applicant who is a First Time Homebuyer (Priority 2 in the Secondary Priority Criteria), and Category A Continuous Irwindale Resident (Priority 1 in the Third Priority Criteria) will have a total Priority Rating of 3 and would be ranked higher than an Applicant who is a "none of the above" (Priority 6 in the Second Priority Criteria) and an Immediate Family Member (Priority 5 in the Third Priority Criteria) with a total Priority Rating of 11.

(g) In the event a tie occurs between two (2) or more Applicants, the total Priority Rating rank order will be assigned by a random blind drawing conducted by the Executive Director.

(h) The Authority staff will verify the following data:

(i) name and address

(ii) residence requirement

(iii) employment

(iv) income

(v) existing equity/assets (if applicable)

(vi) credit history

(vii) property ownership

(i) Documentation necessary to verify income, age, handicap (disability), and residency requirements shall be submitted with application documents and may include, but is not limited to: birth certificates, current pay check stubs, income tax returns, employment/salary verification, bank statements for all checking and/or savings accounts, telephone records and utility records, hospital admittance records, medical care records, and records of educational institutions and public agencies as the same are relevant to matters pertaining to verification of information submitted.

(j) All data submitted shall be verified as true and correct under penalty of perjury of the laws of the State of California. Should any applicant submit data to the Authority, which is untrue, incorrect or misleading, the applicant's right to participate in the Mayans Housing Selection Program shall be terminated at any time during the process.

(k) Ineligible or terminated Applicants shall be notified, in writing, with a statement from the Executive Director indicating why the Applicant has been denied and advising the Applicant of his or her right to appeal the determination in writing within ten (10) days of the letter of denial. Appeals will be heard by the Authority Board and the Authority Board's determination shall be final.

2. **Applications**

(a) If by the Application Deadline there are insufficient eligible Applicants for the available units, the Authority Board may extend the Application Deadline to accept additional applications which will be processed in accordance with the procedures set forth in § 2.D.1, above.

(b) Priority for Applicants shall be strictly maintained in accordance with the application period during which submittal occurred. Additional Applicants authorized by the Board after the first thirty (30) days shall not be included with the first group of Applicants.

(c) Once financing has been approved escrow will be entered into. Upon release of funds in an amount sufficient to purchase the unit, then title will transfer to the Applicant/Purchaser.

(d) Following the award of a home pursuant to the house selection process conducted on September 16, 2019, should any Applicant fail to secure a preliminary loan approval letter by September 30, 2019, the Authority shall notify the Applicant in writing of such failure and, if not remedied within seven (7) calendar days after the date of such notice, the Applicant's right to continue to participate in the Mayans Housing Purchase Program shall terminate and the Authority shall select the next applicant in the final priority listing (dated June 5, 2019) for such home.

**SECTION 3. FINANCING**

The Authority will provide second trust deed financing to assist the purchasers of the income-restricted units, in exchange for the affordability restrictions described in Section 4 below. Such financing shall be subject to additional procedures and guidelines which shall be established by the Authority.

**SECTION 4. ADDITIONAL OWNERSHIP REQUIREMENTS**

A. All Purchasers of income-restricted units shall be required to enter into appropriate instruments (promissory notes, deed restrictions, repurchase options, *etc.*), as determined by the Authority, with regard to maintenance of the home for very low to moderate income purposes for at least forty-five (45) years or longer as determined by the Authority and required by law (the "Restriction Period" hereinafter). (See: California Health and

Safety Code § 33334.3) The affordability restrictions are described in general below, but the provisions of the promissory note, deed of trust, and regulatory agreement will control.

B. Purchasers of income-restricted units shall be restricted from selling the home purchased hereunder to any person other than another income-qualified buyer or the Authority during the Restriction Period (minimum forty-five (45) years). The resale price to another income-qualified buyer will be restricted to an affordable housing cost which will be determined in accordance with the promissory note, deed of trust, and regulatory agreement. Under certain limited circumstances an income-restricted unit may be sold to a non-qualified buyer, but in that event the Authority will receive a portion of the increase in equity. The percentage of equity coming back to the Authority decreases the longer the home is owned by an income-qualified buyer. The equity sharing procedures and percentages are contained in the regulatory agreement.

C. The Purchaser of an income-restricted unit shall be precluded from encumbrancing, mortgaging, hypothecating or allowing the imposition of liens on the home without the prior, express written permission of the Authority. The limits for such encumbrances shall be the same as the limits set by the Authority for their housing rehabilitation loans, and may be adjusted from time to time. Further limitations are described in the regulatory agreement.

D. The Purchaser of an income-restricted unit shall use and occupy the home purchased hereunder as the Purchaser's principal place of residence upon close of escrow or within such timeline as may be established by the Authority and shall continue to so use and occupy the home for the duration of the Restriction Period to the exclusion of all other abodes. The Purchaser shall not rent or lease the home for any reason at any time during the Restriction Period.

E. If the Purchaser of an income-restricted unit fails to make all payments in a timely manner or to keep the home lien free, the Authority shall maintain the right to repurchase or foreclose on the home in accordance with the promissory note, deed of trust, and regulatory agreement.

F. A household, family unit, or immediate family members may qualify to purchase only one home under this program. For the purposes of this program, adult, nondependent siblings shall not be prohibited from qualifying independently as a separate household or family unit provided they do not reside together or share housekeeping expenses or duties.

G. Every deed given by the Authority shall refer to these Guidelines and be binding as conditions, covenants and restrictions running with the land.

# IRWINDALE HOUSING AUTHORITY

# MAYANS HOUSING PURCHASE PROGRAM

## SUPPLEMENTAL APPLICATION FORM (APRIL 2021)

*Information provided herein shall be kept confidential and shall be used for the sole purpose of determining eligibility for the Irwindale Housing Authority's First Time Homebuyer Program.*

**Applicant** _____

Home Phone: _____ Cell Phone: _____

Address _____
Street Address

_____
City State Zip

Have you moved in the last twelve (12) months? __ yes __ no

Have you changed jobs in the last twelve (12) months? __ yes __ no

If yes, please provide the following information:

Current Employer _____ Length of Employment _____yr.

Address _____

Employer Phone (____) _____ Occupation _____

Gross Monthly Pay $ _____

**Co-Applicant or Spouse's Name** _____

Home Phone: _____ Cell Phone: _____

Address _____
Street Address

_____
City State Zip

Have you moved in the last twelve (12) months? __ yes __ no

Have you changed jobs in the last twelve (12) months? __ yes __ no

If yes, please provide the following information:

Current Employer _____ Length of Employment _____yr.

Address _____

Employer Phone (____) _____ Occupation _____

Gross Monthly Pay $ _____

**Income Verification:**
Please attach copies of the **four (4)** most recent sources of income including but not limited to: pay stubs, or other evidence of your social security checks, rental income, pension, alimony, AFDC, unemployment, child support, foster care, alimony, interest from savings and interest from CD's for **all** household members over the age of eighteen (18).

**Bank Statement:**
Please attach a copy of your most recent bank statement for the past three (3) months for **all** household members over the age of eighteen (18).

**Household Size:**
Number of dependents under the age of 18 living at home ____.

**HOUSEHOLD SIZE**

Please list **all** household members who will reside in the unit:

| Name | Age | Wage Earner? (Yes/No)* |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

*Each wage earner must submit the last three (3) years of income tax returns and four (4) most recent pay stubs. If over the age of 18 and a full time student, proof of full time student status must be provided (i.e. letter from registrar).

**Income Tax Returns:**

1. Attached are true, correct, and exact copies of my/our 2020:
   - ☐ Individual Federal Income Tax Returns;
   - ☐ My/our Partnership Federal Income Tax Returns;
   - ☐ My/our Corporate Federal Income Tax Returns;
   - ☐ My/our 2020 W-2 (this option is only available if you have not filed your 2020 Tax Returns)
   - ☐ My/our 2020 1099 (this option is only available if you have not filed your 2020 Tax Returns)
2. These Income Tax Returns are submitted to you as part of my/our application and I/we understand that you will be materially relying upon these Income Tax Returns in determining whether or not to approve my/our eligibility in the Irwindale Housing Authority's First Time Homebuyer Program.
3. I/We hereby authorize Irwindale Housing Authority, its agents and employees, to communicate with the Internal Revenue Service regarding the tax return information submitted for the purpose of obtaining certified copies of my/our tax returns for the above-described years, if in the sole discretion of the Irwindale Housing Authority, it deems it necessary or appropriate to request such certified copies of my/our returns.

**IMPORTANT – READ BEFORE SIGNING:**
I/(We) certify that the above statements and all data submitted to the Irwindale Housing Authority in connection with this application are true and correct under penalty of perjury of the laws of the State of California. I/(We) understand that documentation necessary to verify income, age, handicap (disability), veteran status, and residency information must be submitted with the application documents. I/(We) authorize the Irwindale Housing Authority to verify credit worthiness.

_____ _____
Applicant's Signature Date

_____ _____
Co-Applicant's Signature Date

**An incomplete Supplemental Application Form ("Form") will NOT be accepted and will be returned to you. The required information and Form must be received by May 14, 2021, at 6:00 p.m. at Irwindale City Hall. If mailed, this information must be post marked before midnight on May 14, 2021. If the required information and Form are submitted after this date and time they will not be accepted and your application will be deemed incomplete. Furthermore, late-received or incomplete applications will be ineligible to participate in this Irwindale Housing Authority's Mayans Housing Purchase Program.**

**FOR OFFICE USE ONLY:**
Supplemental Application form for the Irwindale Housing Authority's Mayans Housing Purchase Program received:

Date _____ Time _____ AM/PM

_____ _____
Signed Print

City of IRWINDALE

**HOUSING AUTHORITY**

April 8, 2021

Daniel Longoria and Cassandra Bran
4652 Fraijo
Irwindale, CA 91706

USPS TRACKING # & CUSTOMER RECEIPT LABEL (ROLL) **9114 9999 4431 4900 0211 48**
For Tracking or inquiries go to USPS.com or call 1-800-222-1811.

Re: **Mayans Housing Purchase Program Recertification**

Dear Applicant:

The Irwindale Housing Authority ("Housing Authority") has been notified that the Mayans Housing Project Phase 4 is nearing completion. As stated in the Guidelines, Policies and Procedures for the Mayans Housing Purchase Program, all income-restricted units have been developed and offered for sale only to qualifying applicants pursuant to the Authority's income eligibility classification criteria. **All Phase 4 units have been designated for sale to very low, and low income households, and it is now necessary to recertify your household information for the calendar year 2020 for your continued participation in the Mayans Housing Purchase Program.**

In order to determine an applicant's household income, the Authority uses the State of California Department of Housing and Community Development Division of Housing Policy Development ("HCD") income limits for California counties. HCD's 2020 income limits will be used to determine your household income category.

All applicant(s) and household members will be required to submit the following:

- The attached Supplemental Application Form listing all household members who will reside in the unit.
- Verification of age for all household members (driver's license, California ID, birth certificate, or passport).
- Four (4) most recent sources of income including but not limited to pay stubs, social security checks, rental income, pension, alimony, AFDC, unemployment, child support, foster care, alimony, interest from savings and interest from CD's for all household members over the age of eighteen (18).
- Last three (3) years Federal tax returns (if not available, 2020 W-2 forms or 1099's must be submitted) for all household members over the age of eighteen (18)
- Most recent bank statements for the past 3 months (savings, checking, CD, etc.) for all household members over the age of eighteen (18).



*5050 North Irwindale Ave., Irwindale, CA. 91706* *(626)430-2200 Facsimile: (626)962-4209*

For self-employed individuals:

- Last three (3) years Federal tax returns for the business
- Current profit and loss statement

If applicable, documentation to verify (Please contact the Housing Authority for the required forms):

- Handicap (disability)
- Veteran Status
- Residency verification

The required information must be received by **May 13, 2021 at 6:00 p.m.** at Irwindale City Hall. If mailed, this information must be post marked **before midnight on May 13, 2021. If the requested information is not submitted or postmarked by May 13, 2021, your application will be deemed incomplete and you will be deemed ineligible to participate in the Program, NO EXCEPTIONS.** If you have any questions, or wish to discuss further, please contact the undersigned at the number listed below.

Sincerely,

William Tam, Executive Director



*5050 North Irwindale Ave., Irwindale, CA. 91706* *(626)430-2200 Facsimile: (626)962-4209*

# IRWINDALE HOUSING AUTHORITY GUIDELINES, POLICIES AND PROCEDURES FOR THE MAYANS HOUSING PURCHASE PROGRAM (Phase 4)

**Adopted by the:**

**Irwindale Housing Authority**

**Approved: December 18, 2013**

**Amendment No. 1: August 26, 2020**

## GUIDELINES, POLICIES, AND PROCEDURES FOR THE MAYANS HOUSING PURCHASE PROGRAM

### SECTION 1. GENERAL

The Irwindale Housing Authority ("Authority") is pursuing the development of a housing project, known as the "Mayans" project, which is intended to include affordable single family homes on several sites in the City of Irwindale. The Authority has adopted these Guidelines, Policies, and Procedures to govern the marketing of the homes in the project to further the Authority's goals of providing additional single-family housing stock for Irwindale residents to replace existing substandard housing units and to create decent, safe and sanitary first time ownership opportunities.

### SECTION 2. MAYANS HOUSING PURCHASE PROGRAM GUIDELINES, POLICIES AND PROCEDURES

#### A. Definitions

1. ***Applicant***

   A person/family submitting a formal application for consideration and determination of eligibility to purchase a home hereunder.

2. ***Application Deadline***

   The Application Deadline shall be the date established by the Authority as the deadline for submitting Applications for this program.

3. ***Conflict of Interest***

   Authority Board members and officers of the Authority or Agency, or management level employees of the Authority are deemed to have a conflict of interest and may not participate in this program. Persons who exercise operational responsibilities relative to any financing pertaining to the Mayans project are similarly deemed to have a conflict of interest.

4. ***Continuous Resident***

   A "Continuous Resident(s)" shall be placed in two (2) subcategories thereof: Those persons/families continuously residing in Irwindale since at least fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category A" Continuous Resident. Those persons/families continuously residing in Irwindale for at least thirty-six (36) months but establishing residence on or after fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category B" Continuous Resident.

5. ***Dependent***

   Dependent shall be an immediate family member who resides with an Irwindale resident or former resident.

6. ***Disabled Family***

   (a) Any person or his/her family member who has a disability or handicap recognized under the Americans with Disabilities Act of 1990, as amended, which includes:

   (i) a physical or mental impairment that substantially limits one or more of the major life activities of such individual;

   (ii) a record of such an impairment; or

   (iii) being regarded as having such an impairment (42 U.S.C. §12102.)

   (b) A handicap does not include current, illegal use of or addiction to a controlled substance. For purposes of this part, an individual shall not be considered to have a handicap solely because that individual is a transvestite. (24 C.F.R. § 100.201) As used in this definition:

   (c) "Physical or mental impairment" includes:

   (i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs, cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or

   (ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

   (d) "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

   (e) "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical

impairment that substantially limits one or more major life activities.

(f) "Is regarded as having an impairment" means:

(i) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by another person as constituting such a limitation;

(ii) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of other toward such impairment; or

(iii) Has none of the impairments defined in paragraph (i) of this definition but is treated by another person as having such an impairment.

Medical certification of a disability or handicap is required from persons claiming disability who are not recipients of benefits under either 42 U.S.C. § 423 (Social Security Act) or § 102 (b) (5) of the Development Services and Facilities Construction Amendments of 1970. The laws and regulations cited in this Section may be amended from time to time by the appropriate governmental authority. Any such amendments that modify the definitions contained herein shall be automatically incorporated without formal action by the Authority.

7. ***Displaced Person***

A Displaced Person shall have the meaning set forth in Government Code section 7260 and encompass those persons/families who have been displaced by the former Irwindale Community Redevelopment Agency or Irwindale Housing Authority from legal residential units on or after September 1, 2008. A Displaced Person subject to this definition shall have priority over other categories of persons pursuant to Section 2.C below.

8. ***Elderly Family***

An Elderly Family is a family where any member is at least sixty-two (62) years of age or older.

9. ***Employed within City Limits***

Those persons/families continuously working in the City of Irwindale for at least thirty-six (36) months preceding the Application Deadline.

10. ***First Time Homebuyer***

Persons who have not owned a home in whole or part shall be considered First Time Homebuyers. Security interests shall not be deemed ownership unless actual residency took place.

11. ***Former Resident***

Persons who previously resided within Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, but who do not currently reside in Irwindale, shall be considered to be Former Residents.

12. ***Handicapped Person***

A person having a disability or handicap, which (a) is expected to be of long continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could not be improved by more suitable housing. Any member of a family who is handicapped qualifies that family as a Disabled Family. (See: ***"Disabled Family"***.)

13. ***Immediate Family Member***

Parents, grandparents, siblings, or children of Continuous Residents are considered to be Immediate Family Members.

14. ***Income Qualification Criteria (APPLICABLE TO INCOME-RESTRICTED UNITS ONLY)***

Extremely low, very low, low and moderate income qualification criteria shall be as set forth in Exhibit "A" hereto, which may be amended from time to time without formal action by the Authority to be consistent with state laws and regulations (Subchapter 2 of Chapter 6.5 of Division 1 of Title 25, California Code of Regulations; see also: California Health and Safety Code §§ 50106, 50105, 50079.5 and 50093.)

15. ***Interrupted Resident***

Any person (or family) who resided in Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, moved away for a period of time, but has reestablished a bona fide residence within the City limits of Irwindale for at least one year prior to the Application Deadline shall be considered to be an Interrupted Resident.

16. ***Non-resident***

Any person (or family) who is not now and has not been a resident of Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline.

17. ***Purchaser***

An applicant successfully completing the application process and purchasing a home hereunder.

18. ***Veteran***

Any person who has been honorably discharged from one of the military services of the United States shall be considered a Veteran.

**B. Eligibility Criteria**

Since the Mayans Housing Purchase Program is a sales program, there are three (3) primary criteria which must be met to determine eligibility:

1. Qualification for an appropriate mortgage loan to finance the purchase.
2. Income eligibility under § 2.A.12, above, for units restricted to low to moderate income persons.
3. Be at least eighteen (18) years of age at time of purchase.

**C. Priorities**

Eligible applications from persons/families meeting basic income (extremely low, very low, low or moderate income) criteria for the Mayans Housing Purchase Program shall be processed based upon the following priority schedule and the application procedures in Section 2.D:

1. **First Priority Criteria: Income Eligibility Classification (applicable to income-restricted units only)**

**Phase I & 2**

(a) Extremely low income persons/family – three (3) -restricted homes **[subject to modification]**

(b) Very low income persons/family – six (6) restricted homes **[subject to modification]**

(c) Low income persons/families – six (6) restricted homes**[subject to modification]**

(d) Moderate income persons/families – six (6)restricted homes **[subject to modification]**

**Phase 3**

(a) Extremely low income persons/family – one (1) -restricted homes **[subject to modification]**

(b) Very low income persons/family – three (3) restricted homes **[subject to modification]**

(c) Low income persons/families – two (2) restricted homes**[subject to modification]**

**Phase 4**

(a) Very low income persons/family – four (4) restricted homes **[subject to modification]**

(b) Low income persons/families – three (3) restricted homes**[subject to modification]**

A primary goal of the Authority is to create, to the extent feasible, sufficient new owner-occupied single family residences to meet the projected needs of First Time Homebuyers. Accordingly, and notwithstanding the initial allocations established in § 2.C.1, above, pertaining to the number of units allocated among the income categories, the Authority retains the right to reallocate the final number of units specified for each income category, if deemed necessary and appropriate, to meet the quantified needs of First Time Homebuyers.

2. **Second Priority Criteria:**

| | | | |
|---|---|---|---|
| (a) | Displaced Person | Priority | 1 |
| (b) | First Time Homebuyer | Priority | 2 |
| (b) | Disabled Family | Priority | 3 |
| (c) | Veteran | Priority | 4 |
| (d) | Elderly | Priority | 5 |
| (e) | None of the above | Priority | 6 |

3. **Third Priority Criteria**

(a) Category A Continuous Irwindale Resident - Priority 1

(b) Category B Continuous Resident – Priority 2

(c) Interrupted Resident – Priority 3

(d) Former Resident – Priority 4

(e) Immediate Family Member – Priority 5

(f) Employed within the City of Irwindale City limits – Priority 6

(g) None of the above – Priority 7

4. Disqualification or Termination of Applicant. Should any applicant be unable to secure financing following selection of a home, the provisions of Section 2.D.2(d) below shall apply. Further, the Authority retains the right to terminate any applicant's right to continue to

participate in the Mayans Housing Selection Program at any time pursuant to Section 2.D.1(j) below.

## D. Application Procedure

### 1. Applications

(a) Upon commencement of the application process, interested persons will be required to complete and sign an Application. As a material part of the Application, interested persons will be required to execute an authorization and waiver form for release of information from persons, firms, public entities and others who may retain data necessary for a complete analysis of the Application. Data needed will include name, address, telephone number, family composition and ages, declaration of income and assets, declaration of outstanding financial obligations, veteran status, declaration of physical status (with appropriate medical confirmation), declaration of home ownership status. (See: § 2.D.1(i)) Applications shall also include a requirement of the applicant to secure a "Preliminary Loan Approval Letter" from a qualified lender or mortgage broker that is working with the applicant. The "Preliminary Loan Approval Letter" shall indicate the names of the applicant(s), verification that a credit check and reference has been completed and the amount of preliminary loan approval for the applicant(s).

**IMPORTANT**: APPLICATIONS AND A "PRELIMINARY LOAN APPROVAL LETTER" **MUST** BE RECEIVED BY THE AUTHORITY PRIOR TO THE APPLICATION DEADLINE. APPLICATIONS RECEIVED AFTER THE APPLICATION DEADLINE WILL NOT BE CONSIDERED FOR THIS PROGRAM.

Appropriate assistance in completing the Application will be provided to interested persons, if requested.

(b) Applications along with the "Preliminary Loan Approval Letter" shall be submitted for review and screening.

(c) Applications for income-restricted units will then be assigned to the appropriate First Priority classification under § 2.C.1.

(d) Applications will then be assigned the applicable numerical priority rating according to the Second Priority Criteria set forth in § 2.C.2, above.

(e) Applications will then be further prioritized with each category by the Third Priority Criteria set forth in § 2.C.3, above.

(f) Within the numerical allotments provided by the First Eligibility Criteria (§ 2.C.1), the final order of priority will be established by adding the numerical priority rating assigned to each Application. The Applications will be ranked, in order of descending priority, with the smallest total number assigned being the highest priority. For example, an Applicant who is a First Time Homebuyer (Priority 2 in the Secondary Priority Criteria), and Category A Continuous Irwindale Resident (Priority 1 in the Third Priority Criteria) will have a total Priority Rating of 3 and would be ranked higher than an Applicant who is a "none of the above" (Priority 6 in the Second Priority Criteria) and an Immediate Family Member (Priority 5 in the Third Priority Criteria) with a total Priority Rating of 11.

(g) In the event a tie occurs between two (2) or more Applicants, the total Priority Rating rank order will be assigned by a random blind drawing conducted by the Executive Director.

(h) The Authority staff will verify the following data:

(i) name and address

(ii) residence requirement

(iii) employment

(iv) income

(v) existing equity/assets (if applicable)

(vi) credit history

(vii) property ownership

(i) Documentation necessary to verify income, age, handicap (disability), and residency requirements shall be submitted with application documents and may include, but is not limited to: birth certificates, current pay check stubs, income tax returns, employment/salary verification, bank statements for all checking and/or savings accounts, telephone records and utility records, hospital admittance records, medical care records, and records of educational institutions and public agencies as the same are relevant to matters pertaining to verification of information submitted.

(j) All data submitted shall be verified as true and correct under penalty of perjury of the laws of the State of California. Should any applicant submit data to the Authority, which is untrue, incorrect or misleading, the applicant's right to participate in the Mayans Housing Selection Program shall be terminated at any time during the process.

(k) Ineligible or terminated Applicants shall be notified, in writing, with a statement from the Executive Director indicating why the Applicant has been denied and advising the Applicant of his or her right to appeal the determination in writing within ten (10) days of the letter of denial. Appeals will be heard by the Authority Board and the Authority Board's determination shall be final.

2. **Applications**

(a) If by the Application Deadline there are insufficient eligible Applicants for the available units, the Authority Board may extend the Application Deadline to accept additional applications which will be processed in accordance with the procedures set forth in § 2.D.1, above.

(b) Priority for Applicants shall be strictly maintained in accordance with the application period during which submittal occurred. Additional Applicants authorized by the Board after the first thirty (30) days shall not be included with the first group of Applicants.

(c) Once financing has been approved escrow will be entered into. Upon release of funds in an amount sufficient to purchase the unit, then title will transfer to the Applicant/Purchaser.

(d) Following the award of a home pursuant to the house selection process conducted on September 16, 2019, should any Applicant fail to secure a preliminary loan approval letter by September 30, 2019, the Authority shall notify the Applicant in writing of such failure and, if not remedied within seven (7) calendar days after the date of such notice, the Applicant's right to continue to participate in the Mayans Housing Purchase Program shall terminate and the Authority shall select the next applicant in the final priority listing (dated June 5, 2019) for such home.

**SECTION 3. FINANCING**

The Authority will provide second trust deed financing to assist the purchasers of the income-restricted units, in exchange for the affordability restrictions described in Section 4 below. Such financing shall be subject to additional procedures and guidelines which shall be established by the Authority.

**SECTION 4. ADDITIONAL OWNERSHIP REQUIREMENTS**

A. All Purchasers of income-restricted units shall be required to enter into appropriate instruments (promissory notes, deed restrictions, repurchase options, *etc.*), as determined by the Authority, with regard to maintenance of the home for very low to moderate income purposes for at least forty-five (45) years or longer as determined by the Authority and required by law (the "Restriction Period" hereinafter). (See: California Health and

Safety Code § 33334.3) The affordability restrictions are described in general below, but the provisions of the promissory note, deed of trust, and regulatory agreement will control.

B. Purchasers of income-restricted units shall be restricted from selling the home purchased hereunder to any person other than another income-qualified buyer or the Authority during the Restriction Period (minimum forty-five (45) years). The resale price to another income-qualified buyer will be restricted to an affordable housing cost which will be determined in accordance with the promissory note, deed of trust, and regulatory agreement. Under certain limited circumstances an income-restricted unit may be sold to a non-qualified buyer, but in that event the Authority will receive a portion of the increase in equity. The percentage of equity coming back to the Authority decreases the longer the home is owned by an income-qualified buyer. The equity sharing procedures and percentages are contained in the regulatory agreement.

C. The Purchaser of an income-restricted unit shall be precluded from encumbrancing, mortgaging, hypothecating or allowing the imposition of liens on the home without the prior, express written permission of the Authority. The limits for such encumbrances shall be the same as the limits set by the Authority for their housing rehabilitation loans, and may be adjusted from time to time. Further limitations are described in the regulatory agreement.

D. The Purchaser of an income-restricted unit shall use and occupy the home purchased hereunder as the Purchaser's principal place of residence upon close of escrow or within such timeline as may be established by the Authority and shall continue to so use and occupy the home for the duration of the Restriction Period to the exclusion of all other abodes. The Purchaser shall not rent or lease the home for any reason at any time during the Restriction Period.

E. If the Purchaser of an income-restricted unit fails to make all payments in a timely manner or to keep the home lien free, the Authority shall maintain the right to repurchase or foreclose on the home in accordance with the promissory note, deed of trust, and regulatory agreement.

F. A household, family unit, or immediate family members may qualify to purchase only one home under this program. For the purposes of this program, adult, nondependent siblings shall not be prohibited from qualifying independently as a separate household or family unit provided they do not reside together or share housekeeping expenses or duties.

G. Every deed given by the Authority shall refer to these Guidelines and be binding as conditions, covenants and restrictions running with the land.

# IRWINDALE HOUSING AUTHORITY

## MAYANS HOUSING PURCHASE PROGRAM

## SUPPLEMENTAL APPLICATION FORM (APRIL 2021)

*Information provided herein shall be kept confidential and shall be used for the sole purpose of determining eligibility for the Irwindale Housing Authority's First Time Homebuyer Program.*

**Applicant** _____

Home Phone: _____ Cell Phone: _____

Address _____
Street Address

_____
City State Zip

Have you moved in the last twelve (12) months? __ yes __ no

Have you changed jobs in the last twelve (12) months? __ yes __ no

If yes, please provide the following information:

Current Employer _____ Length of Employment _____yr.

Address _____

Employer Phone (____) _____ Occupation _____

Gross Monthly Pay $ _____

**Co-Applicant or Spouse's Name** _____

Home Phone: _____ Cell Phone: _____

Address _____
Street Address

_____
City State Zip

Have you moved in the last twelve (12) months? __ yes __ no

Have you changed jobs in the last twelve (12) months? __ yes __ no

If yes, please provide the following information:

Current Employer _____ Length of Employment _____yr.

Address _____

Employer Phone (____) _____ Occupation _____

Gross Monthly Pay $ _____

**Income Verification:**
Please attach copies of the **four (4)** most recent sources of income including but not limited to: pay stubs, or other evidence of your social security checks, rental income, pension, alimony, AFDC, unemployment, child support, foster care, alimony, interest from savings and interest from CD's for **all** household members over the age of eighteen (18).

**Bank Statement:**
Please attach a copy of your most recent bank statement for the past three (3) months for **all** household members over the age of eighteen (18).

**Household Size:**
Number of dependents under the age of 18 living at home _____.

**HOUSEHOLD SIZE**

Please list **all** household members who will reside in the unit:

| Name | Age | Wage Earner? (Yes/No)* |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

*Each wage earner must submit the last three (3) years of income tax returns and four (4) most recent pay stubs. If over the age of 18 and a full time student, proof of full time student status must be provided (i.e. letter from registrar).

**Income Tax Returns:**

1. Attached are true, correct, and exact copies of my/our 2020:
   - ☐ Individual Federal Income Tax Returns;
   - ☐ My/our Partnership Federal Income Tax Returns;
   - ☐ My/our Corporate Federal Income Tax Returns;
   - ☐ My/our 2020 W-2 (this option is only available if you have not filed your 2020 Tax Returns)
   - ☐ My/our 2020 1099 (this option is only available if you have not filed your 2020 Tax Returns)
2. These Income Tax Returns are submitted to you as part of my/our application and I/we understand that you will be materially relying upon these Income Tax Returns in determining whether or not to approve my/our eligibility in the Irwindale Housing Authority's First Time Homebuyer Program.
3. I/We hereby authorize Irwindale Housing Authority, its agents and employees, to communicate with the Internal Revenue Service regarding the tax return information submitted for the purpose of obtaining certified copies of my/our tax returns for the above-described years, if in the sole discretion of the Irwindale Housing Authority, it deems it necessary or appropriate to request such certified copies of my/our returns.

**IMPORTANT – READ BEFORE SIGNING:**
I/(We) certify that the above statements and all data submitted to the Irwindale Housing Authority in connection with this application are true and correct under penalty of perjury of the laws of the State of California. I/(We) understand that documentation necessary to verify income, age, handicap (disability), veteran status, and residency information must be submitted with the application documents. I/(We) authorize the Irwindale Housing Authority to verify credit worthiness.

_____ _____
Applicant's Signature Date

_____ _____
Co-Applicant's Signature Date

**An incomplete Supplemental Application Form ("Form") will NOT be accepted and will be returned to you. The required information and Form must be received by May 14, 2021, at 6:00 p.m. at Irwindale City Hall. If mailed, this information must be post marked before midnight on May 14, 2021. If the required information and Form are submitted after this date and time they will not be accepted and your application will be deemed incomplete. Furthermore, late-received or incomplete applications will be ineligible to participate in this Irwindale Housing Authority's Mayans Housing Purchase Program.**

**FOR OFFICE USE ONLY:**
Supplemental Application form for the Irwindale Housing Authority's Mayans Housing Purchase Program received:

Date _____ Time _____ AM/PM

_____ _____
Signed Print

**HOUSING AUTHORITY**

April 8, 2021

USPS TRACKING # & CUSTOMER RECEIPT LABEL (ROLL) **9114 9999 4431 4900 0211 24**
For Tracking or inquiries go to USPS.com or call 1-800-222-1811.

Angelina Ramirez
373 W. San Bernardino Rd. #A
Covina, CA 91723

Re: **Mayans Housing Purchase Program Recertification**

Dear Applicant:

The Irwindale Housing Authority ("Housing Authority") has been notified that the Mayans Housing Project Phase 4 is nearing completion. As stated in the Guidelines, Policies and Procedures for the Mayans Housing Purchase Program, all income-restricted units have been developed and offered for sale only to qualifying applicants pursuant to the Authority's income eligibility classification criteria. **All Phase 4 units have been designated for sale to very low, and low income households, and it is now necessary to recertify your household information for the calendar year 2020 for your continued participation in the Mayans Housing Purchase Program.**

In order to determine an applicant's household income, the Authority uses the State of California Department of Housing and Community Development Division of Housing Policy Development ("HCD") income limits for California counties. HCD's 2020 income limits will be used to determine your household income category.

All applicant(s) and household members will be required to submit the following:

- The attached Supplemental Application Form listing all household members who will reside in the unit.
- Verification of age for all household members (driver's license, California ID, birth certificate, or passport).
- Four (4) most recent sources of income including but not limited to pay stubs, social security checks, rental income, pension, alimony, AFDC, unemployment, child support, foster care, alimony, interest from savings and interest from CD's for all household members over the age of eighteen (18).
- Last three (3) years Federal tax returns (if not available, 2020 W-2 forms or 1099's must be submitted) for all household members over the age of eighteen (18)
- Most recent bank statements for the past 3 months (savings, checking, CD, etc.) for all household members over the age of eighteen (18).

For self-employed individuals:

- Last three (3) years Federal tax returns for the business
- Current profit and loss statement

If applicable, documentation to verify (Please contact the Housing Authority for the required forms):

- Handicap (disability)
- Veteran Status
- Residency verification

The required information must be received by **May 13, 2021 at 6:00 p.m.** at Irwindale City Hall. If mailed, this information must be post marked **before midnight on May 13, 2021. If the requested information is not submitted or postmarked by May 13, 2021, your application will be deemed incomplete and you will be deemed ineligible to participate in the Program, NO EXCEPTIONS.** If you have any questions, or wish to discuss further, please contact the undersigned at the number listed below.

Sincerely,

William Tam, Executive Director



*5050 North Irwindale Ave., Irwindale, CA. 91706* *(626)430-2200 Facsimile: (626)962-4209*

# IRWINDALE HOUSING AUTHORITY GUIDELINES, POLICIES AND PROCEDURES FOR THE MAYANS HOUSING PURCHASE PROGRAM (Phase 4)

**Adopted by the:**

**Irwindale Housing Authority**

**Approved: December 18, 2013**

**Amendment No. 1: August 26, 2020**

## GUIDELINES, POLICIES, AND PROCEDURES FOR THE MAYANS HOUSING PURCHASE PROGRAM

### SECTION 1. GENERAL

The Irwindale Housing Authority ("Authority") is pursuing the development of a housing project, known as the "Mayans" project, which is intended to include affordable single family homes on several sites in the City of Irwindale. The Authority has adopted these Guidelines, Policies, and Procedures to govern the marketing of the homes in the project to further the Authority's goals of providing additional single-family housing stock for Irwindale residents to replace existing substandard housing units and to create decent, safe and sanitary first time ownership opportunities.

### SECTION 2. MAYANS HOUSING PURCHASE PROGRAM GUIDELINES, POLICIES AND PROCEDURES

**A. Definitions**

1. ***Applicant***

   A person/family submitting a formal application for consideration and determination of eligibility to purchase a home hereunder.

2. ***Application Deadline***

   The Application Deadline shall be the date established by the Authority as the deadline for submitting Applications for this program.

3. ***Conflict of Interest***

   Authority Board members and officers of the Authority or Agency, or management level employees of the Authority are deemed to have a conflict of interest and may not participate in this program. Persons who exercise operational responsibilities relative to any financing pertaining to the Mayans project are similarly deemed to have a conflict of interest.

4. ***Continuous Resident***

   A "Continuous Resident(s)" shall be placed in two (2) subcategories thereof: Those persons/families continuously residing in Irwindale since at least fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category A" Continuous Resident. Those persons/families continuously residing in Irwindale for at least thirty-six (36) months but establishing residence on or after fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category B" Continuous Resident.

5. ***Dependent***

   Dependent shall be an immediate family member who resides with an Irwindale resident or former resident.

6. ***Disabled Family***

   (a) Any person or his/her family member who has a disability or handicap recognized under the Americans with Disabilities Act of 1990, as amended, which includes:

      (i) a physical or mental impairment that substantially limits one or more of the major life activities of such individual;

      (ii) a record of such an impairment; or

      (iii) being regarded as having such an impairment (42 U.S.C. §12102.)

   (b) A handicap does not include current, illegal use of or addiction to a controlled substance. For purposes of this part, an individual shall not be considered to have a handicap solely because that individual is a transvestite. (24 C.F.R. § 100.201) As used in this definition:

   (c) "Physical or mental impairment" includes:

      (i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs, cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or

      (ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

   (d) "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

   (e) "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical

impairment that substantially limits one or more major life activities.

(f) "Is regarded as having an impairment" means:

(i) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by another person as constituting such a limitation;

(ii) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of other toward such impairment; or

(iii) Has none of the impairments defined in paragraph (i) of this definition but is treated by another person as having such an impairment.

Medical certification of a disability or handicap is required from persons claiming disability who are not recipients of benefits under either 42 U.S.C. § 423 (Social Security Act) or § 102 (b) (5) of the Development Services and Facilities Construction Amendments of 1970. The laws and regulations cited in this Section may be amended from time to time by the appropriate governmental authority. Any such amendments that modify the definitions contained herein shall be automatically incorporated without formal action by the Authority.

7. ***Displaced Person***

A Displaced Person shall have the meaning set forth in Government Code section 7260 and encompass those persons/families who have been displaced by the former Irwindale Community Redevelopment Agency or Irwindale Housing Authority from legal residential units on or after September 1, 2008. A Displaced Person subject to this definition shall have priority over other categories of persons pursuant to Section 2.C below.

8. ***Elderly Family***

An Elderly Family is a family where any member is at least sixty-two (62) years of age or older.

9. ***Employed within City Limits***

Those persons/families continuously working in the City of Irwindale for at least thirty-six (36) months preceding the Application Deadline.

10. ***First Time Homebuyer***

Persons who have not owned a home in whole or part shall be considered First Time Homebuyers. Security interests shall not be deemed ownership unless actual residency took place.

11. ***Former Resident***

Persons who previously resided within Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, but who do not currently reside in Irwindale, shall be considered to be Former Residents.

12. ***Handicapped Person***

A person having a disability or handicap, which (a) is expected to be of long continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could not be improved by more suitable housing. Any member of a family who is handicapped qualifies that family as a Disabled Family. (See: ***"Disabled Family"***.)

13. ***Immediate Family Member***

Parents, grandparents, siblings, or children of Continuous Residents are considered to be Immediate Family Members.

14. ***Income Qualification Criteria (APPLICABLE TO INCOME-RESTRICTED UNITS ONLY)***

Extremely low, very low, low and moderate income qualification criteria shall be as set forth in Exhibit "A" hereto, which may be amended from time to time without formal action by the Authority to be consistent with state laws and regulations (Subchapter 2 of Chapter 6.5 of Division 1 of Title 25, California Code of Regulations; see also: California Health and Safety Code §§ 50106, 50105, 50079.5 and 50093.)

15. ***Interrupted Resident***

Any person (or family) who resided in Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, moved away for a period of time, but has reestablished a bona fide residence within the City limits of Irwindale for at least one year prior to the Application Deadline shall be considered to be an Interrupted Resident.

16. ***Non-resident***

Any person (or family) who is not now and has not been a resident of Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline.

17. ***Purchaser***

An applicant successfully completing the application process and purchasing a home hereunder.

18. ***Veteran***

Any person who has been honorably discharged from one of the military services of the United States shall be considered a Veteran.

**B. Eligibility Criteria**

Since the Mayans Housing Purchase Program is a sales program, there are three (3) primary criteria which must be met to determine eligibility:

1. Qualification for an appropriate mortgage loan to finance the purchase.
2. Income eligibility under § 2.A.12, above, for units restricted to low to moderate income persons.
3. Be at least eighteen (18) years of age at time of purchase.

**C. Priorities**

Eligible applications from persons/families meeting basic income (extremely low, very low, low or moderate income) criteria for the Mayans Housing Purchase Program shall be processed based upon the following priority schedule and the application procedures in Section 2.D:

1. **First Priority Criteria: Income Eligibility Classification (applicable to income-restricted units only)**

**Phase I & 2**

(a) Extremely low income persons/family – three (3) -restricted homes **[subject to modification]**

(b) Very low income persons/family – six (6) restricted homes **[subject to modification]**

(c) Low income persons/families – six (6) restricted homes**[subject to modification]**

(d) Moderate income persons/families – six (6)restricted homes **[subject to modification]**

**Phase 3**

(a) Extremely low income persons/family – one (1) -restricted homes **[subject to modification]**

(b) Very low income persons/family – three (3) restricted homes **[subject to modification]**

(c) Low income persons/families – two (2) restricted homes**[subject to modification]**

**Phase 4**

(a) Very low income persons/family – four (4) restricted homes **[subject to modification]**

(b) Low income persons/families – three (3) restricted homes**[subject to modification]**

A primary goal of the Authority is to create, to the extent feasible, sufficient new owner-occupied single family residences to meet the projected needs of First Time Homebuyers. Accordingly, and notwithstanding the initial allocations established in § 2.C.1, above, pertaining to the number of units allocated among the income categories, the Authority retains the right to reallocate the final number of units specified for each income category, if deemed necessary and appropriate, to meet the quantified needs of First Time Homebuyers.

2. **Second Priority Criteria:**

| | | | |
|---|---|---|---|
| (a) | Displaced Person | Priority | 1 |
| (b) | First Time Homebuyer | Priority | 2 |
| (b) | Disabled Family | Priority | 3 |
| (c) | Veteran | Priority | 4 |
| (d) | Elderly | Priority | 5 |
| (e) | None of the above | Priority | 6 |

3. **Third Priority Criteria**

(a) Category A Continuous Irwindale Resident - Priority 1

(b) Category B Continuous Resident – Priority 2

(c) Interrupted Resident – Priority 3

(d) Former Resident – Priority 4

(e) Immediate Family Member – Priority 5

(f) Employed within the City of Irwindale City limits – Priority 6

(g) None of the above – Priority 7

4. Disqualification or Termination of Applicant. Should any applicant be unable to secure financing following selection of a home, the provisions of Section 2.D.2(d) below shall apply. Further, the Authority retains the right to terminate any applicant's right to continue to

participate in the Mayans Housing Selection Program at any time pursuant to Section 2.D.1(j) below.

## D. Application Procedure

### 1. Applications

(a) Upon commencement of the application process, interested persons will be required to complete and sign an Application. As a material part of the Application, interested persons will be required to execute an authorization and waiver form for release of information from persons, firms, public entities and others who may retain data necessary for a complete analysis of the Application. Data needed will include name, address, telephone number, family composition and ages, declaration of income and assets, declaration of outstanding financial obligations, veteran status, declaration of physical status (with appropriate medical confirmation), declaration of home ownership status. (See: § 2.D.1(i)) Applications shall also include a requirement of the applicant to secure a "Preliminary Loan Approval Letter" from a qualified lender or mortgage broker that is working with the applicant. The "Preliminary Loan Approval Letter" shall indicate the names of the applicant(s), verification that a credit check and reference has been completed and the amount of preliminary loan approval for the applicant(s).

**IMPORTANT**: APPLICATIONS AND A "PRELIMINARY LOAN APPROVAL LETTER" **MUST** BE RECEIVED BY THE AUTHORITY PRIOR TO THE APPLICATION DEADLINE. APPLICATIONS RECEIVED AFTER THE APPLICATION DEADLINE WILL NOT BE CONSIDERED FOR THIS PROGRAM.

Appropriate assistance in completing the Application will be provided to interested persons, if requested.

(b) Applications along with the "Preliminary Loan Approval Letter" shall be submitted for review and screening.

(c) Applications for income-restricted units will then be assigned to the appropriate First Priority classification under § 2.C.1.

(d) Applications will then be assigned the applicable numerical priority rating according to the Second Priority Criteria set forth in § 2.C.2, above.

(e) Applications will then be further prioritized with each category by the Third Priority Criteria set forth in § 2.C.3, above.

(f) Within the numerical allotments provided by the First Eligibility Criteria (§ 2.C.1), the final order of priority will be established by adding the numerical priority rating assigned to each Application. The Applications will be ranked, in order of descending priority, with the smallest total number assigned being the highest priority. For example, an Applicant who is a First Time Homebuyer (Priority 2 in the Secondary Priority Criteria), and Category A Continuous Irwindale Resident (Priority 1 in the Third Priority Criteria) will have a total Priority Rating of 3 and would be ranked higher than an Applicant who is a "none of the above" (Priority 6 in the Second Priority Criteria) and an Immediate Family Member (Priority 5 in the Third Priority Criteria) with a total Priority Rating of 11.

(g) In the event a tie occurs between two (2) or more Applicants, the total Priority Rating rank order will be assigned by a random blind drawing conducted by the Executive Director.

(h) The Authority staff will verify the following data:

(i) name and address

(ii) residence requirement

(iii) employment

(iv) income

(v) existing equity/assets (if applicable)

(vi) credit history

(vii) property ownership

(i) Documentation necessary to verify income, age, handicap (disability), and residency requirements shall be submitted with application documents and may include, but is not limited to: birth certificates, current pay check stubs, income tax returns, employment/salary verification, bank statements for all checking and/or savings accounts, telephone records and utility records, hospital admittance records, medical care records, and records of educational institutions and public agencies as the same are relevant to matters pertaining to verification of information submitted.

(j) All data submitted shall be verified as true and correct under penalty of perjury of the laws of the State of California. Should any applicant submit data to the Authority, which is untrue, incorrect or misleading, the applicant's right to participate in the Mayans Housing Selection Program shall be terminated at any time during the process.

(k) Ineligible or terminated Applicants shall be notified, in writing, with a statement from the Executive Director indicating why the Applicant has been denied and advising the Applicant of his or her right to appeal the determination in writing within ten (10) days of the letter of denial. Appeals will be heard by the Authority Board and the Authority Board's determination shall be final.

2. **Applications**

(a) If by the Application Deadline there are insufficient eligible Applicants for the available units, the Authority Board may extend the Application Deadline to accept additional applications which will be processed in accordance with the procedures set forth in § 2.D.1, above.

(b) Priority for Applicants shall be strictly maintained in accordance with the application period during which submittal occurred. Additional Applicants authorized by the Board after the first thirty (30) days shall not be included with the first group of Applicants.

(c) Once financing has been approved escrow will be entered into. Upon release of funds in an amount sufficient to purchase the unit, then title will transfer to the Applicant/Purchaser.

(d) Following the award of a home pursuant to the house selection process conducted on September 16, 2019, should any Applicant fail to secure a preliminary loan approval letter by September 30, 2019, the Authority shall notify the Applicant in writing of such failure and, if not remedied within seven (7) calendar days after the date of such notice, the Applicant's right to continue to participate in the Mayans Housing Purchase Program shall terminate and the Authority shall select the next applicant in the final priority listing (dated June 5, 2019) for such home.

**SECTION 3. FINANCING**

The Authority will provide second trust deed financing to assist the purchasers of the income-restricted units, in exchange for the affordability restrictions described in Section 4 below. Such financing shall be subject to additional procedures and guidelines which shall be established by the Authority.

**SECTION 4. ADDITIONAL OWNERSHIP REQUIREMENTS**

A. All Purchasers of income-restricted units shall be required to enter into appropriate instruments (promissory notes, deed restrictions, repurchase options, *etc.*), as determined by the Authority, with regard to maintenance of the home for very low to moderate income purposes for at least forty-five (45) years or longer as determined by the Authority and required by law (the "Restriction Period" hereinafter). (See: California Health and

Safety Code § 33334.3) The affordability restrictions are described in general below, but the provisions of the promissory note, deed of trust, and regulatory agreement will control.

B. Purchasers of income-restricted units shall be restricted from selling the home purchased hereunder to any person other than another income-qualified buyer or the Authority during the Restriction Period (minimum forty-five (45) years). The resale price to another income-qualified buyer will be restricted to an affordable housing cost which will be determined in accordance with the promissory note, deed of trust, and regulatory agreement. Under certain limited circumstances an income-restricted unit may be sold to a non-qualified buyer, but in that event the Authority will receive a portion of the increase in equity. The percentage of equity coming back to the Authority decreases the longer the home is owned by an income-qualified buyer. The equity sharing procedures and percentages are contained in the regulatory agreement.

C. The Purchaser of an income-restricted unit shall be precluded from encumbrancing, mortgaging, hypothecating or allowing the imposition of liens on the home without the prior, express written permission of the Authority. The limits for such encumbrances shall be the same as the limits set by the Authority for their housing rehabilitation loans, and may be adjusted from time to time. Further limitations are described in the regulatory agreement.

D. The Purchaser of an income-restricted unit shall use and occupy the home purchased hereunder as the Purchaser's principal place of residence upon close of escrow or within such timeline as may be established by the Authority and shall continue to so use and occupy the home for the duration of the Restriction Period to the exclusion of all other abodes. The Purchaser shall not rent or lease the home for any reason at any time during the Restriction Period.

E. If the Purchaser of an income-restricted unit fails to make all payments in a timely manner or to keep the home lien free, the Authority shall maintain the right to repurchase or foreclose on the home in accordance with the promissory note, deed of trust, and regulatory agreement.

F. A household, family unit, or immediate family members may qualify to purchase only one home under this program. For the purposes of this program, adult, nondependent siblings shall not be prohibited from qualifying independently as a separate household or family unit provided they do not reside together or share housekeeping expenses or duties.

G. Every deed given by the Authority shall refer to these Guidelines and be binding as conditions, covenants and restrictions running with the land.

# IRWINDALE HOUSING AUTHORITY

## MAYANS HOUSING PURCHASE PROGRAM

## SUPPLEMENTAL APPLICATION FORM (APRIL 2021)

*Information provided herein shall be kept confidential and shall be used for the sole purpose of determining eligibility for the Irwindale Housing Authority's First Time Homebuyer Program.*

**Applicant** _____

Home Phone: _____ Cell Phone: _____

Address _____
Street Address

_____
City State Zip

Have you moved in the last twelve (12) months? __ yes __ no

Have you changed jobs in the last twelve (12) months? __ yes __ no

If yes, please provide the following information:

Current Employer _____ Length of Employment _____yr.

Address _____

Employer Phone (____) _____ Occupation _____

Gross Monthly Pay $ _____

**Co-Applicant or Spouse's Name** _____

Home Phone: _____ Cell Phone: _____

Address _____
Street Address

_____
City State Zip

Have you moved in the last twelve (12) months? __ yes __ no

Have you changed jobs in the last twelve (12) months? __ yes __ no

If yes, please provide the following information:

Current Employer _____ Length of Employment _____yr.

Address _____

Employer Phone (____) _____ Occupation _____

Gross Monthly Pay $ _____

**Income Verification:**
Please attach copies of the **four (4)** most recent sources of income including but not limited to: pay stubs, or other evidence of your social security checks, rental income, pension, alimony, AFDC, unemployment, child support, foster care, alimony, interest from savings and interest from CD's for **all** household members over the age of eighteen (18).

**Bank Statement:**
Please attach a copy of your most recent bank statement for the past three (3) months for **all** household members over the age of eighteen (18).

**Household Size:**
Number of dependents under the age of 18 living at home _____.

**HOUSEHOLD SIZE**

Please list **all** household members who will reside in the unit:

| Name | Age | Wage Earner? (Yes/No)* |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

*Each wage earner must submit the last three (3) years of income tax returns and four (4) most recent pay stubs. If over the age of 18 and a full time student, proof of full time student status must be provided (i.e. letter from registrar).

**Income Tax Returns:**

1. Attached are true, correct, and exact copies of my/our 2020:
   - ☐ Individual Federal Income Tax Returns;
   - ☐ My/our Partnership Federal Income Tax Returns;
   - ☐ My/our Corporate Federal Income Tax Returns;
   - ☐ My/our 2020 W-2 (this option is only available if you have not filed your 2020 Tax Returns)
   - ☐ My/our 2020 1099 (this option is only available if you have not filed your 2020 Tax Returns)
2. These Income Tax Returns are submitted to you as part of my/our application and I/we understand that you will be materially relying upon these Income Tax Returns in determining whether or not to approve my/our eligibility in the Irwindale Housing Authority's First Time Homebuyer Program.
3. I/We hereby authorize Irwindale Housing Authority, its agents and employees, to communicate with the Internal Revenue Service regarding the tax return information submitted for the purpose of obtaining certified copies of my/our tax returns for the above-described years, if in the sole discretion of the Irwindale Housing Authority, it deems it necessary or appropriate to request such certified copies of my/our returns.

**IMPORTANT – READ BEFORE SIGNING:**
I/(We) certify that the above statements and all data submitted to the Irwindale Housing Authority in connection with this application are true and correct under penalty of perjury of the laws of the State of California. I/(We) understand that documentation necessary to verify income, age, handicap (disability), veteran status, and residency information must be submitted with the application documents. I/(We) authorize the Irwindale Housing Authority to verify credit worthiness.

_____ _____
Applicant's Signature Date

_____ _____
Co-Applicant's Signature Date

**An incomplete Supplemental Application Form ("Form") will NOT be accepted and will be returned to you. The required information and Form must be received by May 14, 2021, at 6:00 p.m. at Irwindale City Hall. If mailed, this information must be post marked before midnight on May 14, 2021. If the required information and Form are submitted after this date and time they will not be accepted and your application will be deemed incomplete. Furthermore, late-received or incomplete applications will be ineligible to participate in this Irwindale Housing Authority's Mayans Housing Purchase Program.**

**FOR OFFICE USE ONLY:**
Supplemental Application form for the Irwindale Housing Authority's Mayans Housing Purchase Program received:

Date _____ Time _____ AM/PM

_____ _____
Signed Print

HA Item 2B

☐City Council
☐Successor Agency
☒Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of IRWINDALE
AGENDA REPORT

Date: April 28, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Equity Sharing Policy

**Executive Director's Recommendation:**

Approve concept of proposed equity sharing policy for Substantial Rehabilitation and First Time Homebuyer programs and direct Authority Counsel to prepare formal policy for approval.

**Prepared and Submitted by:**

Robert J. Lee, Assistant Authority Counsel — Electronically Approved

**Reviewed by:**

Adrian Guerra, Authority Counsel — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

**Approved by:**

William K. Tam, Executive Director

**BACKGROUND:**

On March 10, 2021, the Board of the Irwindale Housing Authority ("Authority") reviewed and considered the Authority's current equity sharing practices to determine whether certain modifications to the current practices should be made to allow affordable homeowners to retain a larger proportion of sale proceeds, and directed staff to bring back suggested modifications to be implemented through a policy.

In coordination with the Authority Counsel's office, the Executive Director formulated proposed terms of a modified equity sharing policy, which would differ depending on whether the Authority is operating under the Substantial Rehabilitation ("SR") program or First Time Homebuyer ("FTH") program. On April 5, 2021, the Board considered concepts for possible adoption of an equity sharing policy for the Authority's SR and FTH programs that was proposed by the Executive Director and vetted by Authority Counsel. Boiled down to their essence, the proposed equity sharing ratios for both programs was 25%, meaning the Authority would retain 25% of the sale price in excess of the affordable housing price in the event of sale of the affordable home unit prior to expiration of the legally required 45-year period while the homeowner would retain 75%, with some variations in the percentages for the FTH program depending on the amount of the Authority loan given to homeowner. The Board was of the opinion that 25% to be retained by the Authority was too high and directed the Executive Director and Authority Counsel to explore options to allow homeowners to retain a higher percentage.

There are two statutes to bear in mind when establishing any equity sharing ratios. First, the affordable housing statutes provide that all new or substantially rehabilitated housing units developed or otherwise assisted with moneys from the Low and Moderate Income Housing Fund shall remain available at affordable housing cost to, and occupied by, persons and families of low or moderate income and very low income and extremely low income households for the longest feasible time, but for not less than 45 years for owner-occupied units.

Section 33334.3 of the Health and Safety Code provides that:

> the agency may permit sales of owner-occupied units prior to the expiration of the 45-year period for a price in excess of that otherwise permitted under this subdivision pursuant to an adopted program which protects the agency's investment of moneys from the Low and Moderate Income Housing Fund, including, but not limited to, an equity sharing program which establishes a schedule of equity sharing that permits retention by the seller of a portion of those excess proceeds based on the length of occupancy. The remainder of the excess proceeds of the sale shall be allocated to the agency and deposited in the Low and Moderate Income Housing Fund.

Put another way, the statutes permit equity sharing programs to be established allowing sale of owner-occupied units prior to expiration of the 45-year period for a price in excess of the affordable housing price, **so long as the agency's investment of moneys from the Low and Moderate Income Housing Fund is protected**, including through implementation of a schedule of equity sharing that permits seller and the agency to retain

a portion of sale proceeds based on length of occupancy prior to sale. This means that so long as the agency's loan or any current balance of the loan is paid back (including any interest), the agency's investment of moneys from the Low and Moderate Income Housing Fund is protected. Any excess monies collected from the sale retained by the agency are to be deposited in the Low and Moderate Income Housing Fund.

The statute does not prescribe any particular apportionment of how much of the excess sale proceeds are to be retained by the seller and agency, and it is up to each individual agency to determine the schedule. In making this type of determination, communities must choose between maintaining affordability and allowing homebuyers to keep up with rising home prices. Strict resale restrictions will maintain affordability but will not allow homeowners to gain enough equity to buy an equivalent house on the open market. On the other hand, more generous equity sharing will require the public agency to provide additional subsidies in the future with every resale in order to keep the homes affordable. This is the push-pull that each housing authority that elects to adopt an equity sharing program needs to address, and there is no exact science to help determine which approach should be utilized.

Inherent in the equity sharing analysis, however, is the continued assumption that the Authority will be operating an affordable housing program well into the future. As the Board is aware, with the dissolution of redevelopment the Authority will at some point in time run out of funding. Specifically with regards to equity sharing, when equity sharing is invoked, the Authority loses the unit as an affordable housing unit; the issue here is that for certain units funded by the former redevelopment agency, the Authority, in its capacity as the housing successor, possesses the duty to replace those units which of course requires monies. This requirement is set forth in Section 33413 of the Health and Safety Code, as follows:

> Whenever dwelling units housing persons and families of low or moderate income are destroyed or removed from the low- and moderate-income housing market **as part of a redevelopment project** that is subject to a written agreement with the agency or where financial assistance has been provided by the agency, the agency shall, within four years of the destruction or removal, rehabilitate, develop, or construct, or cause to be rehabilitated, developed, or constructed, for rental or sale to persons and families of low or moderate income, an equal number of replacement dwelling units that have an equal or greater number of bedrooms as those destroyed or removed units at affordable housing costs within the territorial jurisdiction of the agency.

Therefore, if the continued long-term operation of the affordable housing program is within the Authority's plans, it would be beneficial for the Board to consider a higher equity sharing ratio as one way to fund replacement units required by Section 33413 after repayment of any loans. On the other hand, if a long-term program does not appear feasible or desired, then the Board could consider a lower equity sharing ratio as long as the Authority recoups its investment pursuant to Section 33334.3. It should be noted that the long-term plans of the Authority is only an issue raised now to provide the Board a

more complete picture of all the factors to be considered for an equity sharing policy. The actual item for a long-term program will be brought back to the Board at a future meeting.

Currently, the equity sharing practices of the Authority provide for the Authority to retain the lion's share of the excess sale proceeds until year 40 of the 45-year affordable housing period which, when compared against several other affordable housing programs within the State, falls within the very high end of the spectrum. Accordingly, it is very difficult for affordable homeowners in the City of Irwindale to build meaningful equity in their affordable homes in an effort to improve their financial status which is one of the paramount objectives of affordable housing programs, including the Authority's programs, throughout the State.

**DISCUSSION:**

Under both the SR and FTH programs, the equity sharing appreciation amount ("ESAA") would be established based on the difference between the sale price that is in excess of the affordable housing price and the original purchase price of the home paid by the affordable homeowner.

Example 1:

SR (for sales within first 20 years) and FTH (for sales within first 30 years):

- $500,000 (sale price) – $400,000 (original purchase price) = $100,000 (ESAA).

Example 2:

SR (for sales after first 20 years) and FTH (for sales after first 30 years):

- $600,000 (sale price) – $400,000 (original purchase price) = $200,000 (ESAA).

The loan term for the Authority loan would be 20 years under the SR program and 30 years for the FTH program, the latter being an attempt to align with the typical private 30-year loan obtained by homeowners in a standard purchase of a home.

The proposed equity sharing formulas under the SR and FTH programs are detailed below; since the equity sharing program is integrally related to the loan programs, details of the associated proposed loan programs are also provided below.

**Substantial Rehabilitation:**

Loan Details:

- Loan period to be 20 years.
- Principal on the loan to be reduced by 5% (1/20) per annum during the 20-year period.
- The entire loan is forgiven after 20 years.

Equity Sharing Details:

- For the first 20 years of the loan, the equity sharing ratio ("ESR") to be retained by the Authority is 15% of the ESAA.
- For years 21 through 45, the ESR will decrease by 0.6% per annum starting in year 21 until year 45 is reached.

Example 1:

- Assume ESAA of $100,000 and sale during year 5 of 45-year term. Under this assumption:
    - The homeowner would need to repay the remaining balance of the Authority loan; and
    - After applying a 15% ESR to the $100,000 ESAA, the amount of sale proceeds retained by the Authority will be $15,000 and the homeowner retains the remaining $85,000.

Example 2:

- Assume ESAA of $200,000 and sale just after year 25 of 45-year term. Under this assumption:
    - The Authority loan has been forgiven after 20 years. Therefore, the homeowner is not required to repay any portion of the loan.
    - After applying a 12% ESR (15% is reduced by 0.6% per year for 5 years resulting in an ESR of 12%) to the $200,000 ESAA, the amount of sale proceeds retained by the Authority is $24,000 and the homeowner retains the remaining $176,000.

**First Time Homebuyer:**

Loan Details:

- Loan period to be 30 years.
- Principal on the loan to be reduced by 1/30 per annum during the 30-year period.
- The entire loan is forgiven after 30 years.

Equity Sharing Details:

- For the first 30 years of the loan, the equity sharing ratio ("ESR") to be retained by the Authority will vary depending on the amount of the Authority loan:

    - 15% of ESAA if loan amount is less than $200,000.
    - 20% of ESAA if loan amount is between $200,000 and $300,000.
    - 25% of ESAA if loan amount is over $300,000.

- For years 31 through 45, the ESR will decrease by the following amounts starting in year 31 until year 45 is reached.

    - 1.00% per annum for the 15% category.
    - 1.33% per annum for the 20% category.
    - 1.67% per annum for the 25% category.

Example 1:

- Assume ESAA of $100,000 and sale during year 5 of 45-year term. Also assume Authority loan amount of $305,000. Under this assumption:
    - The homeowner would need to repay the remaining balance of the Authority loan; and
    - After applying a 25% ESR to the $100,000 ESAA, the amount of sale proceeds retained by the Authority will be $25,000 and the homeowner retains the remaining $75,000.

Example 2:

- Assume ESAA of $200,000 and sale just after year 35 of 45-year term. Also assume Authority loan amount of $305,000. Under this assumption:
    - The Authority loan has been forgiven after 30 years. Therefore, the homeowner is not required to repay any portion of the loan.
    - After applying a 16.65% ESR (25% is reduced by 1.67% per year for 5 years resulting in an ESR of 16.65%) to the $200,000 ESAA, the amount of sale proceeds retained by the Authority is $33,300 and the homeowner retains the remaining $166,700.

As proposed, this policy:

- Maintains the 45 year covenant period.
- Protects the investment of the Low and Moderate Income Housing Funds by only forgiving the SR loan after 20 years and FTH loan after 30 years.
- After forgiveness of the loan, the Authority is still entitled to equity sharing as provided under state law, but not in a manner that it retains the lion's share of the appreciation as under the current policy. Rather, since the value of the loan has been forgiven, its investment is fully recovered and it is not necessary to retain most of the appreciation. The majority of the appreciation is retained by the homeowner after the forgiveness period.

It should be noted that the foregoing sets forth only the general concepts of the proposed equity sharing policy, as any additional particulars would be incorporated into the policy, as may be appropriate.

**FISCAL IMPACT:**

Unknown at this time.

HA Item 2C

☐City Council
☐Successor Agency
☒Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of IRWINDALE
AGENDA REPORT

Date: April 28, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Consideration of Las Casitas Tenant Selection Process

**Executive Director's Recommendation:**

Provide direction to staff with respect to any policy changes.

**Prepared and Submitted by:**

Robert J. Lee, Assistant Authority Counsel — Electronically Approved

**Reviewed by:**

Adrian Guerra, Authority Counsel — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

**Approved by:**

William K. Tam, Executive Director

**BACKGROUND:**

The Las Casitas Regulatory Agreement and Declaration of Covenants and Restrictions ("Agreement") and associated Irwindale Housing Authority Guidelines, Policies and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program ("Guidelines") were executed and established pursuant to a Disposition and Development Agreement among the former Irwindale Community Redevelopment Agency, the Irwindale Housing Authority, and The Northridge Group, Inc., entered into March of 2011. The Agreement and Guidelines require that all persons residing in the affordable units comply with the tenant selection process prescribed therein. Generally, the requirements under the Agreement are (1) that tenant must be a senior citizen; and (2) compliance with the affordability mix priority. The Agreement also requires that rental priority be given to displaced persons entitled to preference under Health and Safety Code Section 33411.3 (when persons are displaced from a redevelopment project), and from among this group, the higher priority being given to City of Irwindale residents with other eligible persons being given secondary priority.

The Guidelines provide more detailed requirements for tenant selection and break down the process into four priority categories listed below:

First Priority:

- 9 extremely low
- 6 very low
- 5 low
- 5 moderate

Second Priority:

- Disabled – Priority 1
- Veteran – Priority 2
- None of the above - Priority 3

Third Priority:

- Shared Renter for longer than one (1) year prior to Application - Priority 1.
- Shared Renter for less than (1) year prior to Application - Priority 2.
- Persons residing in rental accommodations (single/married) for longer than one (1) year prior to Application - Priority 3.
- Persons residing in rental accommodations (single/married) for less than one (1) year prior to Application - Priority 4.
- Persons owning residence or other residential real property - Priority 5.

Final Priority:

- Category A Continuous Irwindale Resident - Priority 1
- Category B Continuous Resident - Priority 2
- Interrupted Resident - Priority 3
- Former Resident - Priority 4
- Immediate Family Member-Priority 5
- None of the above - Priority 6

The Guidelines' tenant application process is detailed below:

Application Procedure

1. Applications

(a) Upon commencement of the application process, interested persons will be required to complete and sign an Application. As a material part of the Application, interested persons will be required to execute an authorization and waiver form for release of information from persons, firms, public entities and others who may retain data necessary for a complete analysis of the Application. Data needed will include name, address, telephone number, family composition and ages, declaration of income and assets, declaration of outstanding financial obligations, veteran status, declaration of physical status (with appropriate medical confirmation), declaration of home ownership status. (See: § 2.D.1(i).).

Appropriate assistance in completing the Application will be provided to interested persons, if requested.

(b) Applications shall be submitted for review and screening.

(c) Applications will then be assigned to the appropriate First Priority classification under § 2.C.1.

(d) Within each primary eligibility classification (or priority), the Applications will be further prioritized according to the' Second Priority Criteria set forth in § 2.C.2, above.

(e) Applications will be further prioritized with each category by the Third Priority Criteria set forth in § 2.C.3, above.

(f) Applications will be finally prioritized within each classification by the Final Eligibility Criteria set forth in § 2.C.4 :

(g) Within the numerical allotments provided by the First Eligibility Criteria (§ 2.C.1), the final order of priority will be established by adding the numerical priority rating assigned to each Application. The Applications will be ranked,

in order of descending priority, with the smallest total number assigned being the highest priority. For example, an Applicant who is a Displaced Person (Priority 1), Shared Renter (Priority 1) and a Continuous Resident (Priority 1) will have a total Priority Rating of 3 and would be ranked higher than a person who is a "none of the above" (Priority 4), Property Owner (Priority 5) and an Immediate Family Member (Priority 5) with a total Priority Rating of 13.

(h) In the event a tie occurs between two (2) or more Applicants, the total Priority Rating rank order will be assigned by a random blind drawing conducted by the Executive Director.

(i) The Authority staff will verify the following data:

(i) name and address

(ii) residence requirement

(iii) employment

(iv) income

(v) existing equity/assets (if applicable)

(vi) credit history

(vii) property ownership

(j) Documentation necessary to verify income, age, handicap (disability), and residency requirements shall be submitted with application documents and may include, but is not limited to: birth certificates, current pay check stubs, income tax returns, employment/salary verification, bank statements for all checking and/or savings accounts, telephone records and utility records, hospital admittance records, medical care records, and records of educational institutions and public agencies as the same are relevant to matters pertaining to verification of information submitted.

(k) All data submitted shall be verified as true and correct under penalty of perjury of the laws of the State of California. Failure to so verify shall result in application rejection.

(l) Ineligible Applicants shall be notified, in writing, with a statement indicating why the Applicant has been denied and advising the Applicant of his or her right to appeal the determination in writing within ten (10) days of the letter of denial. Appeals will be heard by the Authority Board and the Authority Board's determination shall be final.

(m) Eligible Applicants shall be mailed the necessary rental agreement documents to begin processing the rental application. The Authority will

provide such assistance as may be necessary to ensure timely and complete submissions.

2. Insufficient Eligible Applications

(a) If there are insufficient eligible Applicants during the first thirty (30) days of the Application Deadline, the Board may authorize additional time for further applications which will be processed in accordance with the procedures set forth in § 2.D.1, above.

(b) Priority for Applicants shall be strictly maintained in accordance with the application period during which submittal occurred. Additional Applicants authorized by the Board after the first thirty (30) days shall not be included with the first group of Applicants.

(c) Once rental agreement documents have been approved, then a • move-in date will be established.

The Guidelines' tenant application and selection process utilizes the priority and ranking system set forth above. If there is a tie between two or more applicants, the Executive Director conducts a tie-breaking process by a random blind drawing. However, the Guidelines do not state who will make the final determination of priority rankings absent a tie. Staff recommends that the Executive Director be vested with such ultimate selection authority, with the understanding that the Guidelines already provide for an appeals process for any applicant deemed ineligible. Here, the Board would conduct the hearing on the appeal and the determination would be final. With regards to the tie-breaking process, staff also recommends the blind tie-breaking procedure be made publicly by the Executive Director. For example, this process could be carried out in the presence of all tied applicants similar to how bids are opened publicly.

If the Board should so direct, the relevant portions of the Guidelines could be amended accordingly, and the Guidelines will be brought back to the Board at a future meeting for formal adoption.

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

- Regulatory Agreement and Declaration of Covenants and Restrictions (without exhibits)
- Irwindale Housing Authority Guidelines, Policies and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Irwindale Housing Authority
2175 Cherry Avenue
Irwindale, CA 90755
Attn: Executive Director

(Space Above This Line for Recorder's Office Use Only)

# REGULATORY AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS

THIS REGULATORY AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS ("**Agreement**") is made and entered into this ____ day of _____, 2011, by and between the IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic ("**Authority**"), and THE NORTHRIDGE GROUP INC., a California corporation ("**Participant**").

## RECITALS:

A. Pursuant to a Disposition and Development Agreement between and among the Irwindale Community Redevelopment Agency ("**Agency**"), Participant and the Authority dated _____, 2011 (the "**DDA**"), Agency/Authority agreed to provide to Participant financial assistance (the "**Agency Assistance**") in the form of (i) a guarantee of minimum rent rates, with possible rent subsidies from the Authority, and (ii) a forgivable loan in an amount not-to-exceed One Million, Seven-Hundred and Eighty-Seven Thousand, Five Hundred Dollars ($1,787,500.00) to be used toward low/moderate income housing, and (iii) a rent write-down in favor of Participant in that the rental amount to be paid by Participant is less than the fair market rental value of the Site. In addition, the DDA provided for certain payments by the Authority to the Participant for the purposes of (i) settling a certain dispute of funds, and (ii) paying for a variety of unanticipated improvements and services; these additional amounts totaled a payment of $310,000 to the Participant (the "**Miscellaneous Payments**"). The Miscellaneous Payments and the Agency Assistance are provided to Participant all for the purpose of assisting Participant with the leasing and development of the Senior affordable apartment complex commonly known as "**Las Casitas**". Such development consists of the expansion of an existing 16-unit Senior apartment complex into a total of 26 residential rental units that, with the exception of one unrestricted manager's unit, will be available solely for rents affordable to Extremely Low, Very Low, Low, and Moderate Income Senior households for the next 55 years (the "**Project**").

B. The Las Casitas Senior housing Project consists of two separate parcels:

(i) The parcel underlying the first phase of the Las Casitas project is located at 5164 Ayon Street, Irwindale, California, bearing Los Angeles County APN #8417-029-919 ("**Parcel I**"), which Parcel I is legally described and depicted in Exhibit "A" hereto. Parcel I consists of approximately .77 acres. Parcel I has been, and currently is, occupied by Senior Citizen tenants (the "**Preexisting Tenants**").

(ii) The parcel underlying the second phase of the Las Casitas project is located directly adjacent to Parcel I at 16140 Arrow Highway, Irwindale, California, bearing Los Angeles County APN #8417-029-917 (**"Parcel II"**), which Parcel II is legally described and depicted in Exhibit "B" hereto. Parcel II consists of approximately .21 acres.

C. Parcel I and Parcel II are collectively referred to as the **"Site"** in this Agreement. In order to consolidate Parcel I and Parcel II into a single Site, the Authority has undertaken the processing of a lot line adjustment pursuant to Chapter 16.22 of the Irwindale Municipal Code. A legal description of the entire Site as merged through the Parcel Merger is attached hereto as Exhibit "C". The Site is owned by the Authority in fee. Participant's occupation of the Site for purposes of Project construction, operation and management shall be undertaken pursuant to the lease provisions contained in Article B of this Agreement. Therefore, this Agreement serves as both the lease agreement between Participant and Authority for Participant's occupation of the Site and as the low-income housing regulatory agreement required by the DDA.

D. That portion of Agency Assistance consisting of a forgivable loan provided to Participant is to be used by Participant solely for Project construction. Payment of Agency Assistance shall be (or was) disbursed to Participant commensurate with Project construction progress. Therefore, pursuant to the DDA, Participant has agreed to develop, construct, and maintain a rental apartment housing project consisting of a maximum of twenty-six (26) total residential units (including one (1) Qualified Manager's unit) on the Site. The Project is also referred to in the DDA as the "Project." The Project will provide the following number of income-restricted units (**"Restricted Units"**) by income category:

(i) Up to nine (9) of the Restricted Units shall be restricted rental to Extremely Low Income Senior households.

(ii) Up to six (6) of the Restricted Units shall be restricted rental to Very Low Income Senior households.

(iii) Up to five (5) of the Restricted Units shall be restricted to Low Income Senior households.

(iv) Up to five (5) of the Restricted Units shall be restricted to Moderate Income Senior households.

(v) Only one (1) unit will be income unrestricted as the unit reserved for the Qualified Manager (the "Manager Unit").

E. The Agency, Authority and/or the City of Irwindale (**"City"**) have fee or easement interests in various streets, sidewalks and other property within the City and are responsible for the planning and development of land within the City in such a manner so as to provide for the health, safety and welfare of the residents of the City. That portion of the Agency's, Authority's and City's interest in real property most directly benefitted by this Agreement is depicted in Exhibit "D" attached hereto and incorporated herein by reference (**"Public Parcels"**).

F. Authority and Participant now desire to place restrictions upon the use and operation of the Project and Site in order to ensure that the Project and Site shall be operated continuously as a rental apartment housing project available for rental by Extremely Low, Very Low, Low and Moderate Income Senior persons for the 55-year term of this Agreement.

G. It is the intent of the parties that this Agreement shall be recorded in Office of the County Recorder for the County of Los Angeles concurrent with, or shortly after, this Agreement has been signed by the Participant. This Agreement (i) runs with the land, and (ii) shall be binding on the Participant and its successors in interest in the Site for so long as this Agreement shall remain in effect, and (iii) provides for the proper maintenance of the Site and resale restrictions guaranteeing that the Project will be preserved as residential rental units available for rents affordable to Extremely Low, Very Low, Low and Moderate Income Senior households for the period of 55 years.

AGREEMENT:

NOW, THEREFORE, the Participant, Authority, and Agency declare, covenant and agree, by and for themselves, their heirs, executors, administrators and assigns, and all persons claiming under or through them, that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a common plan for the improvement and sale of the Site, and are established expressly and exclusively for the use and benefit of the Agency, the Authority, the citizens of the City of Irwindale, and every person renting a dwelling unit on the Site.

## A. DEFINITIONS.

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

1. Affordable Rent. The term "Affordable Rent" shall refer to, collectively, a rental level that is appropriate to a specified category of household income. For purposes of this Agreement, the term "Affordable Rent" or "affordable" with respect to each household income category shall means as follows:

a. *Affordable Moderate Income Rent.* For those Restricted Units designated for moderate income households, rent shall not annually exceed the maximum percentage of income that can be devoted to rent as set forth by Health & Safety Code Section 50053, or its successor, which is currently Thirty Percent (30%) of One Hundred and Ten Percent (110%) of the Los Angeles County median income adjusted for the family size appropriate for the unit (or, it shall be optional for the Authority to require that moderate affordable rent be established at a level not to exceed 30 percent of gross income of the household).

b. *Affordable Low Income Rent.* For those Restricted Units designated for low income households, rent shall not annually exceed the maximum percentage of income that can be devoted to rent as set forth by Health & Safety Code Section 50053, or its

successor, which is currently Thirty Percent (30%) of Sixty Percent (60%) of the Los Angeles County median income adjusted for the family size appropriate for the unit.

c. *Affordable Very Low Income Rent.* For those Restricted Units designated for very low income households, rent shall not annually exceed the maximum percentage of income that can be devoted to rent as set forth by Health & Safety Code Section 50053, or its successor, which is currently Thirty Percent (30%) of Fifty Percent (50%) of the Los Angeles County median income adjusted for the family size appropriate for the unit.

d. *Affordable Extremely Low Income Rent.* For those Restricted Units designated for extremely low income households, rent shall not annually exceed the maximum percentage of income that can be devoted to rent as set forth by Health & Safety Code Section 50053, or its successor, which is currently Thirty Percent (30%) of Thirty Percent (30%) of the Los Angeles County median income adjusted for the family size appropriate for the unit.

*For all income categories, the calculation of "Affordable Rent" shall include a reasonable allowance (or deduction) for utilities and any service charges or fees that Qualified Households are required to pay. Such allowance for service charges and utilities shall be adjusted for household size and the types of utilities available. The Authority shall have the unilateral right, at its election, to require Participant to use up-to-date utility allowance schedules published by the Los Angeles County Housing Authority.*

2. Annual Adjustment. The term "Annual Adjustment" shall mean that 2.5% annual increase in rent chargeable to tenants pursuant to Section D.7 hereof.

3. Extremely Low Income. The terms "Extremely Low" or "Extremely Low Income" shall refer to a household whose annual household income does not exceed Thirty Percent (30%) of the Los Angeles County Median Income for, adjusted for applicable household size, as computed in accordance with the Community Redevelopment Law and the regulations promulgated pursuant thereto or incorporated therein, including, without limitation, all regulations promulgated pursuant to Health and Safety Code § 50093, or any successor statute.

4. Los Angeles County Median Income. The term "Los Angeles County Median Income" shall be determined by reference to the regulations published by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50093, or its successor.

5. Low Income Tenant. The terms "Low" or "Low Income" shall refer to a household whose annual household income does not exceed Sixty Percent (60%) of the Los Angeles County Median Income for, adjusted for applicable household size, as computed in accordance with the Community Redevelopment Law and the regulations promulgated pursuant thereto or incorporated therein, including, without limitation, all regulations promulgated pursuant to Health and Safety Code § 50093, or any successor statute.

6. Manager's Unit. The term "Manager's Unit" shall mean the one (1) unit on the Site that shall be designated by Participant as a residence for a "Qualified Manager." The Manager's Unit shall not be an income-restricted Unit.

7. Moderate Income Tenant. The terms "Moderate" or "Moderate Income" shall refer to a household whose annual household income does not exceed One Hundred Ten Percent (110%) of the Los Angeles County Median Income for, adjusted for applicable household size, as computed in accordance with the Community Redevelopment Law and the regulations promulgated pursuant thereto or incorporated therein, including, without limitation, all regulations promulgated pursuant to Health and Safety Code § 50093, or any successor statute.

8. Nonconforming Tenant. The term "Nonconforming Tenant" shall mean any of the following: (i) a tenant in a Restricted Unit who qualified as a Qualified Household upon initial occupation of a Restricted Unit, but whose household income subsequently increased such that the household income levels exceed the income restrictions under which the Restricted Unit was initially occupied, or (ii) a Preexisting Tenant who does not qualify as a Qualified Household.

9. Permitted Health Care Resident. As used in this Agreement, the term "Permitted Health Care Resident" shall have the meaning ascribed by Section 51.3(b)(7) of the California Civil Code, as may be amended. Section 51.3(b)(7) currently and substantially provides that a Permitted Health Care Resident is a person who is hired to provide live-in, long-term, or terminal health care to a qualifying resident, or a family member of the qualifying resident providing that care. A Permitted Health Care Resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both.

10. Preexisting Tenants. The term "Preexisting Tenants" shall refer to those tenants who were, and are, already occupying Restricted Units upon Parcel I prior to the start of the 55-Year Affordability Period.

11. Qualified Manager. The term "Qualified Manager" shall mean the resident Qualified Manager selected and retained by Participant pursuant to this Agreement. The Qualified Manager shall reside in the "Manager's Unit" designated by Participant. The Manager's Unit shall be restricted to occupancy by the Qualified Manager and his/her household, but shall not be subject to any income restrictions.

12. Qualified Permanent Resident. The term "Qualified Permanent Resident" shall have the meaning ascribed in California Civil Code Section 51.3(b)(2), as may be amended. Section 51.3(b)(2) currently provides that a Qualifying Permanent Resident is a person who meets all of the following requirements:

a. Was residing with the Senior Citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the Senior Citizen;

b. Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the Senior Citizen; and

c. A disabled person or person with a disabling illness or injury who is a child or grandchild of the Senior Citizen or a Qualified Permanent Resident who needs to live with the Senior Citizen or Qualified Permanent Resident because of the disabling condition, illness, or injury. For purposes of this section, "disabled" means a person who has a disability as defined in subdivision (b) of Civil Code Section 54. A "disabling injury or illness" means an

illness or injury which results in a condition meeting the definition of disability set forth in Civil Code Section 54(b).

d. Has an ownership interest in, or is in expectation of an ownership interest in, the Unit.

13. Qualified Household. The term "Qualified Household" shall refer to individuals or households meeting all of the following criteria:

a. At least one of the residents in the household is a Senior Citizen occupying the Unit as a primary permanent residence; and

b. Every member of the household who is not a Senior Citizen must be a Qualified Permanent Resident, or a Permitted Health Care Resident, or a person otherwise entitled to occupy a Restricted Unit pursuant to the requirements of the Unruh Civil Rights Act as stated in Section D.2 of this Agreement; and

c. The household as a whole qualifies as either an Extremely Low, Very Low, Low, or Moderate Income Tenant.

14. Reserve Fund. The term "Reserve Fund" shall mean that separately-held, non-comingled account to be established by the Participant and held solely for the purposes of Project maintenance, refurbishment, cleaning, etc. The Participant shall place at least $9,000 into the Reserve Fund each year. This amount is reflected in the Financial Analysis attached hereto as Exhibit "E" (the Reserve Fund is denominated as the "Replacement Reserves" in the Financial Analysis).

15. Qualified Manager. The term "Qualified Manager" shall refer to that individual (or those individuals) who may reside in the Project, employed by the Qualified Manager, and who are responsible for day-to-day management of the Project and its Restricted Units.

16. Restricted Unit. The term "Restricted Unit" shall refer to any of the Units reserved for Qualified Households. The Unit for the Qualified Manager shall not be restricted.

17. Senior Citizen. The terms "Senior" or "Senior Citizen" shall mean a person sixty-two (62) years of age or older, as defined in California Civil Code Section 51.3(b)(4).

18. Unit. The term "unit" shall refer to any of the up to twenty-six (26) residential rental units in the Project.

19. Very Low Income Tenant. The terms "Very Low" or "Very Low Income" shall refer to a household whose annual household income does not exceed Fifty Percent (50%) of the Los Angeles County Median Income for, adjusted for applicable household size, as computed in accordance with the Community Redevelopment Law and the regulations promulgated pursuant thereto or incorporated therein, including, without limitation, all regulations promulgated pursuant to Health and Safety Code § 50093, or any successor statute.

20. 55-Year Affordability Period. The term "55-Year Affordability Period" shall mean the length of time (i.e., 55 years) for which Participant must hold the Restricted Units at an Affordable Rent under the terms of this Agreement. The 55-Year Affordability Period shall commence upon the later of either (i) December 1, 2011, or (ii) the opening of Phase II units as available for rent.

## B. LEASEHOLD CONVEYANCE OF SITE TO PARTICIPANT.

1. Lease & Use of Site. In order to consolidate Parcel I and Parcel II into a single Site, the Authority has undertaken a lot line adjustment pursuant to Chapter 16.22 of the Irwindale Municipal Code. The result is that consolidated Site legally described in Exhibit "C". Authority hereby leases to Participant, and Participant hereby rents from Authority, all of the Site, including non-exclusive use of all common areas, as specifically described in Exhibit "C" and incorporated herein by this reference. This lease of the Site is made to Participant solely for the purpose of facilitating the Project and maintaining the Site as the "Las Casitas" Senior apartment complex with Units available solely for rents affordable to Extremely Low, Very Low, Low, and Moderate Income Senior households for the duration of the 55-Year Affordability Period. Participant's rights of tenancy are strictly subject to the covenants and terms contained throughout this Agreement and any default of such covenants shall be deemed a default of Participant's tenancy.

2. Term of Tenancy. The **"Commencement of Tenancy"** shall be that date on which all parties execute fully this Agreement. Such Commencement of Tenancy has been accomplished pursuant to the procedures set forth in Section 503 of the DDA. Upon the Commencement of Tenancy, Participant shall take possession of the Site in accordance with the terms and intent of this Agreement. Participant's tenancy in the Site shall expire at the same time as the expiration of the 55-Year Affordability Period.

3. Termination/Replacement of Old Lease and Restrictions.

a. *Historical Background:* The Authority has been the fee owner of Parcel I since 1995. On May 1, 1995, the Authority entered into a lease with Participant (the **"Old Lease"**). The Old Lease required Participant to construct the sixteen Phase I units as low income senior apartment units, which construction was completed in 1996. Under the Old Lease, Participant was designated as the acting manager and operator of the Phase I apartment units for a period of thirty (30) years. The Old Lease also required all Phase I units to remain restricted to low income, senior only residents for a period of thirty (30) years (the **"30-Year Restrictions"**).

b. *Termination of Old Lease & Restrictions.* The parties agree to now terminate the Old Lease, terminate the 30-Year Restrictions, and effect this Agreement in their stead. To this end, upon the Commencement of Tenancy, the Old Lease and 30-Year Restrictions shall be terminated with no further force or effect and replaced with this new Agreement.

4. Rent. The rights of tenancy granted to Participant in this Article B are entered into for good and valuable consideration for the period commencing on the Commencement of

Tenancy and ending on the expiration of the 55-Year Affordability Period. Participant shall pay to Authority as and for consideration the yearly rental amount of one dollar ($1.00).

5. Utilities. The Authority shall not be responsible for the payment of any utilities serving the Site other than waste hauling and recycling services. The Authority shall pay all costs for the Site's waste hauling and recycling services. Participant shall either bear the costs of all other utilities (including but not limited to gas, electricity, heat, power, sewer, water, telephone, all associated connection charges, and all similar utility bills taxed, levied, or charged upon the Site) and/or Participant shall ensure that such utilities are separately billed to each Unit for payment by the tenant. Without limiting the generality of the foregoing, Participant shall pay all charges for utilities and services furnished to the Site during the term hereof.

6. Taxes. Participant shall be solely responsible for the real estate taxes that are assessed against the Site or arise because of the occupancy, use, or possession of the Site subsequent to the Commencement of Tenancy, and all installments of assessments that are due during the term of this Agreement as required by law. Participant shall pay such real estate assessments to the public authorities charged with their collection on or before the last day on which payment may be made without penalty or interest.

7. Condition of Site.

a. *Exercise of Feasibility Period.* Pursuant to Section 502 of the DDA, Participant acknowledges that prior to the Commencement of Tenancy, Participant had a sufficient and reasonable period of time from and after entering into the DDA in order to perform its due diligence investigations of the Site (the "**Feasibility Period**") to determine whether (i) the physical condition of Parcel II (e.g., environmental, geotechnical analyses) is suitable for Participant's intended use, (ii) all title and survey matters are acceptable, and (iii) Participant will be able to obtain all necessary approvals, permits and/or consents Participant determines is necessary for the Project. Participant further acknowledges that it has had the opportunity to review matters of title pertaining to the Site to its satisfaction during the Feasibility Period. Participant hereby represents and warrants that it is satisfied with the condition of the Site for all purposes of this Agreement.

b. *AS-IS Condition.* Now, therefore, Participant accepts, acknowledges and agrees that the Site is to be leased to, and accepted by Participant, in an "AS-IS" condition with all faults. Participant has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Site is or may be subject and accepts the Site solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. Participant acknowledges that it is entering into this Agreement on the basis of Participant's own investigation of the physical and environmental conditions of the Site, including subsurface conditions, and Participant assumes the risk that adverse physical and environmental conditions may not have been revealed by its own investigation.

c. *Disclaimer of Representations.* Upon taking the tenancy provided by this Agreement, Participant shall be solely responsible for any defects in the Site, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of

the Site, and the existence of any contamination, Hazardous Materials (as hereinafter defined), vaults, debris, pipelines, or other structures located on, under or about the Site, and Authority/Agency make no other representation or warranty concerning the physical, environmental, geotechnical or other condition of the Site, the suitability of the Site for the Project, or the present use of the Site, and Participant specifically disclaims all representations or warranties of any nature concerning the Site made by it, the City, Agency, Authority and their respective employees, agents and representatives except as otherwise provided in this Agreement or the DDA. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Site is suited, or drainage. Authority/Agency make no representation or warranty concerning the compaction of soil upon the Site, nor of the suitability of the soil for construction.

d. *Hazardous Materials.* Participant understands and agrees that in the event it incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or oil wells and/or underground storage tanks and/or pipelines whether attributable to events occurring prior to or following the Commencement of Tenancy, then Participant may look to current or prior owners of the Site, but under no circumstances shall Participant look to Authority, Agency or the City for any liability or indemnification regarding Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines. Participant, and each of the entities constituting Participant, if any, hereby waives, releases, remises, acquits and forever discharges and its officers, employees, and agents of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Site, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Commencement of Tenancy. It is the intention of the Parties pursuant to this release that any and all responsibilities and obligations of Authority, Agency or the City and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Participant, its successors, assigns or any affiliated entity of Participant, arising by virtue of the physical or environmental condition of the Site, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, are by this release provision declared null and void and of no present or future force and effect as to the Parties. In connection therewith, Participant and each of the entities constituting Participant, expressly agree to waive any and all rights which said Party may have under Section 1542 of the California Civil Code which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

PARTICIPANT'S INITIALS: _____ AUTHORITY'S INITIALS: _____

e. *Indemnity.* Participant shall indemnify and hold harmless City, Agency, Authority and their officers, employees, agents and representatives (collectively, the

**"Indemnified Parties"**) from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Site at any time during or after the Commencement of Tenancy and whether arising due to construction or thereafter, due to Project operations, and including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law. Participant further agrees that in the event it obtains, from former or present owners of the Site or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this section, Participant shall use its diligent efforts to obtain for Authority the same releases, indemnities and other comparable provisions.

f. *Definitions*. For purposes of this Section B.7, the following terms shall have the following meanings.

i. "Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third Party, including, without limitation, any governmental entity, relating to the Site or its operations and arising or alleged to arise under any Environmental Law.

ii. "Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Site, including the ground water thereunder, including, without limitation, (i) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (ii) any cost, expense, loss or damage incurred with respect to the Site or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

iii. "Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Site to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Site are capable of such compliance.

iv. "Environmental Law". means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or

protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

v. "Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.* (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.* (42 U.S.C. § 9601); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree

regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

g. *Participation in Litigation.* Participant agrees to indemnify Authority, Agency and City and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the City, Agency and/or Authority for any claims or litigation which arise during the term of this Agreement arising from Participant's occupancy of or activities on the Site (**"Claims or Litigation"**). Authority shall promptly provide Participant with notice of the pendency of any such Claims or Litigation and request that Participant defend the same. If Authority fails promptly to notify Participant of any such Claims or Litigation or fails to cooperate fully in the defense thereof, Participant shall not, thereafter, be responsible to defend, indemnify, or hold harmless Authority. Participant may utilize the City Attorneys' office or use legal counsel of Participant's choosing, but shall reimburse Authority for any necessary legal cost incurred by Authority. If Participant fails to do so, Authority may defend the Claims or Litigation and Participant shall pay the cost thereof, but if Authority chooses not to defend the Claims or Litigation, it shall have no liability to Participant. Participant's obligation to pay the defense cost shall extend until judgment and thereafter through any appeals. In the event of an appeal, or a settlement offer, the Parties will confer in good faith as to how to proceed and the resolution of any such appeal and the Parties' response to any such settlement offer shall require the consent of both Parties, which consent shall not be unreasonably withheld.

h. *Survival of Indemnities.* Notwithstanding any other provision of this Agreement, Participant's release and indemnification as set forth in the provisions of this Section B.7 shall survive the termination or expiration of this Agreement and shall continue in perpetuity.

i. *Waiver of Subrogation.* Participant agrees that Participant shall not make any claim against, or seek to recover from Authority, Agency, City or their agents, servants, or employees, for any loss or damage to Participant, or to any person or property, including without limitation, the property of others under the control of Participant, and Participant shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, so long as commercially reasonably available, a waiver of right to recovery against Authority, its agents and employees. In furtherance of the foregoing, Participant agrees that in the event of a sale of the Site by Authority, the hereinabove waiver of subrogation shall continue in favor of the original Authority hereunder, and any subsequent Authority, and their respective successors and assigns. In addition, Authority agrees that Authority shall not make any claim against or seek to recover from Participant or its agents, servants or employees for any loss or damage to Authority, but nothing contained herein shall be deemed to prevent Authority from terminating this Agreement due to the material default of Participant.

8. Quiet Enjoyment. Authority/Agency covenant that upon performance and observance by Participant of all of the agreements, covenants and conditions herein contained on the part of Participant to be performed and observed, and subject to any existing leases and

easements, Participant shall peaceably hold and quietly enjoy the Site during the entire term of this Agreement without hindrance, molestation or interruption by Authority/Agency or by anyone lawfully or equitably claiming by, through or under Authority/Agency.

9. Construction of the Project Pursuant to DDA. Participant shall construct all Project improvements on the Site as set forth and required in Article 600 of the DDA and all attachments thereto within the time established in the Schedule of Performance attached to the DDA. The development of the Site shall be subject to all provisions of the DDA, such that a termination of the DDA shall cause the termination of this Agreement without any resort to the rights or obligations provided under the laws of unlawful detainer. Prior to any termination of this Agreement, Authority shall have all rights to remedy Participant's breach of its development obligations as provided in the DDA. Authority's issuance of the Certificate of Completion, as provided in the DDA, shall conclusively establish that the improvements have been constructed in accordance with the provisions of the DDA.

a. *Ownership of Improvements.* During the term of this Agreement, title to all fixtures and improvements to realty constructed or placed on the Site by Participant, including buildings, structures, and other tenant improvements are and shall be vested in Participant, but shall automatically become the property of Authority upon the expiration or sooner termination of this Agreement. Ownership of moveables and personal property on the Site that do not below to residential tenants shall likewise be the vested in Participant during the term of this Agreement, unless such moveables and personal property are abandoned by Participant on the Site upon Authority's re-entry thereto.

b. *Additional Improvements; Repairs and Alterations.* Except as provided below, once construction of all Project improvements has been completed pursuant to Article 600 of the DDA, Participant shall not make or permit any other person to make any substantial alterations to the Site without prior written consent of Authority. For purposes of this Section, an alteration of the Site is considered to be "substantial" if it requires the issuance of a City building permit. In the event Participant determines that a significant alteration is necessary, such alteration shall not be undertaken without providing at least fourteen (14) days' written notice to Authority accompanied by plans and specifications detailing the proposed alteration. Participant's notice, plans and specifications for a proposed alteration must be provided to Authority in a manner giving City/Authority staff sufficient time to thoroughly review the proposed alterations before determining whether to provide written approval for said alterations (which approval shall not be unreasonably withheld or delayed). Notwithstanding the foregoing, Participant shall be entitled, without need for written consent, to make non-structural alterations to the Site that are intended to maintain or increase the efficient use or appearance of the Site and which do not require City building permits. Nothing herein shall be deemed to require Authority's or City's approval of normal and regular maintenance activities performed by Participant.

All improvements, repairs and alterations done in connection with this Section shall be done promptly and in good and workmanlike manner and in compliance with all laws. Participant shall comply with all applicable development standards in City's Municipal Code and shall comply with all building codes, landscaping, signage, and parking requirements, and all procedures for obtaining approval thereof, with reasonable diligence. All improvements once

made or installed shall be deemed to have attached to the freehold, except for Participant's trade fixtures which shall be and remain the property of Participant.

c. *No Mechanics Liens.* Participant shall not permit any mechanic's, materialman's, contractor's, subcontractor's or other lien arising from any work or improvement, for any labor done, services performed, or materials, appliances, transportation, or power used or furnished, however it may arise, to stand against the Site or any improvement thereon. If any such lien shall be filed or arise against the Site or improvements, Participant shall cause the same to be discharged within forty-five (45) days after such filing, by payment, deposit, or bond and shall save and hold Authority/Agency/City and the Site free and harmless from any and all such claims, liens, or suits. If an action to foreclose such lien has been filed before Participant discharges in full such lien, and a lis pendens or, similar encumbrance on the Site has been recorded in connection with such action, Participant shall, at the time it discharges such lien, take all measures necessary to procure the removal of such encumbrance from the record title of the Site. If Participant shall fail to discharge any such lien, Authority may, but shall not be obligated to, discharge the same and any amount so paid or deposite by Authority and any expenses so incurred by Authority, including reasonable attorney's fees, shall become immediately due and payable by the Participant to Authority together with interest as provided hereunder. Participant may in good faith and at Participant's own expense contest the validity of any such asserted lien, claim or demand, provided Participant has furnished the bond required in Section 3143 of the California Civil Code, any amendment thereof or any law of similar import hereafter enacted providing for a bond freeing a premise from such lien claim. Participant shall give Authority at least ten (10) days' written notice of the date of commencement of any construction, alteration, addition, or improvement or repair costing in excess of Fifty Thousand Dollars ($50,000.00) so that Authority may post appropriate Notices of Nonresponsibility. Authorized agents of Authority shall at all times have the right to go upon the Site to post, and keep posted thereon, Notices of Nonresponsibility provided by Section 3094 of the California Civil Code. No mechanic's or materialman's liens or mortgages, deeds of trust, or other liens of any character whatsoever created or suffered by Participant shall in any way or to any extent affect the interests or rights of Authority in the improvements on the Site or attach to or affect Authority's title to or rights in the Site.

10. Removal of Site.

a. *Destruction of Site.* Should the Site be totally or substantially destroyed by an uninsured peril by no fault of Participant, so that all or a substantial portion of the Site are rendered unfit or uninhabitable for purposes of serving as an apartment complex, Participant shall have the right, giving thirty (30) days' prior notice to Authority, to terminate this Agreement with respect to the portion of the Site so affected (or all of the Site if Participant concludes that it cannot reasonably continue its business operations at the Site), and all rent and other charges (if any) with respect to such portion of the Site shall be adjusted to the date of such destruction. This Agreement shall remain in full force and effect with respect to the unaffected portion of the Site. If Participant does not elect to terminate this Agreement as to any portion of the Site affected by such destruction, the Participant shall, within six (6) months, commence and diligently prosecute to completion the restoration of the destroyed buildings or improvements to a condition which will continue to fulfill the conditions, covenants, and requirements contained in the DDA and this Agreement and shall continue operations in accordance with the terms

hereof. Should the Site, or any part thereof, or any improvement thereon be totally or partially destroyed by an insured peril, the Participant shall promptly cause the restoration of the destroyed improvements to their original or comparable condition and shall continue operations in accordance with the terms hereof to the extent reasonably possible.

b. *Condemnation.* If, during the term of this Agreement, all or any part of the Site or any building or other improvement located thereon, or any interest in this Agreement is taken by the exercise of the power of eminent domain or by private purchase in lieu thereof, the condemnation award or amount paid in lieu thereof shall be apportioned as determined by law. In the event that any award is made to Participant, any lender to Participant shall share in such award to the extent of its interest.

11. Surrender of Site.

a. *In General.* In the event of any termination of Participant's leasehold interest, whether by lapse of time, cancellation, forfeiture, default, or otherwise, Participant shall immediately surrender and deliver the Site to Authority, and all rights and claims of Authority in and to use and enjoyment of such Site shall cease. Such termination shall not release the Participant from any liability which accrued under this Agreement to Participant prior to such termination or expiration.

b. *Condition of Site on Surrender.* Upon termination or expiration of Participant's leasehold interest, Participant shall surrender the Site neat and clean, in good and tenantable condition, reasonable wear and tear excepted. Participant shall do all work and make all repairs necessary to place the Site in said condition at Participant's sole expense, and should Participant fail to do such work and make such repairs after receipt of Participant's demand to do so, Authority may perform such work, and Participant shall reimburse Authority for the expense thereof within ten (10) days after being invoiced therefor by Authority.

c. *Removal of Property.* Upon termination or expiration of Participant's leasehold interest, Participant shall have the right to remove from the Site all furniture, furnishings, fixtures, and equipment placed in the Site, provided that Participant shall make all repairs to the Site required because of such removal. If any of such property shall remain in the Site after the end of the term hereof, such property shall be and become, at the option of Authority, the property of Authority without any claim therein of Participant; provided that Authority may direct Participant to remove such property and if Participant fails to remove such when directed to do so by Authority, then Authority may remove such property and Participant shall reimburse Authority for the expense thereof within ten (10) days after being invoiced therefor by Authority.

d. *Documents.* Upon termination or expiration of Participant's leasehold interest, Participant shall execute and deliver any and all deeds, bills of sale, assignments and other documents which in Authority's sole judgment may be necessary or appropriate to transfer, to evidence, or to vest in Authority clear title to any buildings, structures and improvements that may constitute a part of the Site and all machinery, equipment, fixtures or other property that may be used or intended to be used in connection with the Site or left at the time of such termination.

e. *Holding Over.* The leasehold interest granted hereby shall terminate and become null and void without further notice upon expiration of the 55-Year Affordability Period (or earlier termination, cancellation, forfeiture, or default) and any holding over by Participant after such termination or expiration shall not constitute a renewal hereof or give Participant any rights under this Agreement. If Participant fails to surrender the Site, Participant shall indemnify and hold Authority harmless from all loss or liability resulting from such failure, including any claims made by any succeeding tenant.

## C. RESIDENTIAL RENTAL USES; TERM; 55-YEAR AFFORDABILITY PERIOD.

The Participant hereby agrees that the Project is to be owned, managed, and operated on a continuous basis as a 25-Unit project for residential rental restricted to Qualified Households, plus the one unrestricted Unit for the Qualified Manager. Such operation of the Project shall continue for a term equal to fifty-five (55) years, commencing upon the later of either (i) December 1, 2011, or (ii) the opening of all twenty-six (26) Project Units as available for rent to Qualified Households consistent with the standards and levels required by this Agreement (the **"55-Year Affordability Period"**). To that end, and for the 55-Year Affordability Period, the Participant hereby represents, covenants, warrants and agrees as follows:

1. Purpose. Participant shall own, manage, and operate the Project as a whole to provide rental housing to 25 Qualified Households, with the Project comprised of several interrelated buildings or structures, one Manager's Unit for the Qualified Manager, common areas, a clubhouse servicing all residents, parking areas, together with any functionally related and subordinate facilities (i.e., heating equipment, trash disposal equipment, laundry, etc.).

2. Residential Use; One Household Per Unit. None of the Units in the Project will at any time be utilized on a transient basis or used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, or trailer court or park without the Authority's prior written consent which consent may be given or withheld in its sole and absolute discretion. No more than one (1) Qualified Household shall occupy each Unit.

3. Conversion of Project. No part of the Project will at any time be owned by a cooperative housing corporation, nor shall the Participant take any steps in connection with the conversion to such ownership or uses to condominiums, or to any other form of ownership, without the prior written approval of Authority which approval may be given or withheld in its sole and absolute discretion.

4. Preference to Qualified Households. All of the Restricted Units will be available for rent in accordance with the terms of this Agreement, and the Participant shall not give preference to any particular class or group in renting the Restricted Units in the Project, except to the extent that the Restricted Units are required to be leased or rented to Qualified Households and except as provided in Section D.10 below.

5. Qualified Manager. Only one Unit in the Project may be occupied by a Qualified Manager. The occupancy of such Manager's Unit shall not be restricted by age or income.

6. Liability of Participant. Participant, Qualified Manager (if applicable) and Qualified Manager shall not incur any liability under this Agreement as a result of fraud or intentional misrepresentation by a tenant.

## D. OCCUPANCY OF PROJECT BY QUALIFIED HOUSEHOLDS.

Participant hereby represents, warrants, and covenants as follows:

1. Income Restrictions; Affordability Mix. Except as expressly provided herein, throughout the 55-Year Affordability Period of this Agreement the occupancy of all of the Restricted Units in the Project (excluding the Manager's Unit) shall be restricted to Qualified Household as follows:

a. Nine (9) of the Restricted Units shall be restricted rental to Extremely Low Income Qualified Households, subject to the age restrictions in subpart (c) hereof.

b. Six (6) of the Restricted Units shall be restricted rental to Very Low Income Qualified Households, subject to the age restrictions in subpart (c) hereof.

c. Five (5) of the Restricted Units shall be restricted rental to Low Income Qualified Households, subject to the age restrictions in subpart (c) hereof.

d. Five (5) of the Restricted Units shall be restricted rental to Moderate Income Qualified Households, subject to the age restrictions in subpart (c) hereof.

e. Only the Manager's Unit will be unrestricted as to age or income.

Each Restricted Unit shall be designated as an Extremely Low, Very Low, Low or Moderate Income Unit such that the above affordability mix (i.e., 9 Extremely Low, 6 Very Low, 5 Low and 5 Moderate) will be maintained. Restricted Units designated for each income category shall be reasonably disbursed throughout the Site such that Restricted Units designated for a single income category are not clustered into one location on the Site. Restricted Units designated for Extremely Low and Very Low Income Households shall be compatible with the design of Low and Moderate Income Units in terms of appearance, maintenance, materials, and finished quality. The requirements of this Section are subject to the potential application of the "next available unit rule" referenced in Section D.11 hereof.

2. Senior Citizen Requirements. Permitted residency of a Restricted Unit shall be based upon the Unit being occupied by a Qualified Household having at least one Senior Citizen member occupying the unit as his/her primary permanent residence. Subject to the requirements of applicable law, all of the Restricted Units shall be independent living apartments specially designed for the physical and social needs of Senior Citizens in accordance with the Project entitlements. In enforcing and maintaining the Senior Citizen occupancy restriction, Participant agrees to abide by the terms of, without limitation, the Unruh Civil Rights Act, § 51 et seq. of the California Civil Code and the Federal Fair Housing Act, 42 USC § 3607 et seq., as such laws may be amended from time to time. Participant accepts and acknowledges that, as of the date of recordation of this Agreement, California Civil Code § 51.3 provides, in relevant part, as follows:

a. That the Authority may place restrictions upon the rental of the Restricted Units such that at least one person in residence in each dwelling unit must be a Senior Citizen, and other residents in the same dwelling unit who are not Senior Citizens must be one of the following: (i) a Qualified Permanent Resident, or (ii) a Permitted Health Care Resident, or (iii) a person who had the right to reside in, occupy, or use the Site housing or an unimproved lot on or before January 1, 1985, or (iv) any person who resided in, occupied, or used, prior to January 1, 1990, a dwelling in a Senior citizen housing development that relied on the exemptions to special design requirements provided by Civil Code Section 51.4 prior to January 1, 2001, shall not be deprived of the right to continue that residency, occupancy, or use. The occupancy of a Unit by a Permitted Health Care Resident shall be permitted during any period that the person is actually providing live-in, long-term, or hospice health care to the Senior Citizen for compensation; the term "for compensation" shall include provisions of lodging and food in exchange for care.

b. Temporary guests of a Senior Citizen or Qualified Permanent Resident under the age of sixty-two (62) shall be allowed for a period of not more than sixty (60) days in any twelve (12) month period, and within that period no temporary guest may reside in the Unit for more than fourteen (14) consecutive days.

c. Upon the death, dissolution of marriage, hospitalization or other prolonged absence of the Senior Citizen in a Unit, any Qualified Permanent Resident who has continuously resided in the dwelling unit with such Senior Citizen shall be permitted to continue as a resident of that dwelling unit provided such person shall meet the income restrictions applicable to a Qualified Household. This particular right of continued occupancy shall not apply to a Permitted Health Care Resident.

d. Notwithstanding the foregoing, in the event applicable laws enacted after the recordation of this Agreement prohibit the restriction of the Project to occupancy by Senior Citizens as defined herein, the Participant shall notify the Authority in writing of such prohibition and the Authority shall redefine the occupancy requirements for the Project in accordance with applicable law.

3. Expiration of Occupancy and Rent Restrictions. The Restricted Units shall be subject to the restrictions contained in this Article D for the duration of the 55-Year Affordability Period. All Qualified Households residing in the Restricted Units during the final two (2) years of the 55-Year Affordability Period shall be given notice of the expiration of the 55-Year Affordability Period at least once every six (6) months during said final two years. After the expiration of the 55-Year Affordability Period, rents for the Restricted Units may be raised to market rates.

4. Rental Rates Restricted to Affordable Rent—In General. Except as provided in Section D.11 below, Participant and Authority hereby agree to:

a. Rent those nine (9) Restricted Units designated for occupation by Extremely Low Income tenants at a monthly rental rate that is no greater than an Extremely Low Income Affordable Rent rate.

b. Rent those six (6) Restricted Units designated for occupation by Very Low Income tenants at a monthly rental rate that is no greater than a Very Low Income Affordable Rent rate.

c. Rent those five (5) Restricted Units designated for occupation by Low Income tenants at a monthly rental rate that is no greater than a Low Income Affordable Rent rate.

d. Rent those five (5) Restricted Units designated for occupation by Moderate Income tenants at a monthly rental rate that is no greater than a Moderate Income Affordable Rent rate.

5. Income Certification & Recertification. The income levels for each tenant and their household shall be initially certified, and annually recertified as follows:

a. *Initial Certification of Income & Senior Status.* The Authority shall undertake responsibility for the directed marketing of first-time tenant-applicants meeting the income and age requirements for the Restricted Units. Authority shall further undertake the income and age verification process for all new tenant applicants to ensure that they are a Qualified Household meeting the income and age limits set for an available, vacant Restricted Unit (e.g., such that a vacancy in a Low Income Unit can only be filled by a Senior Qualified Household at or below Low Income levels, etc.). The Authority shall be responsible for setting the initial rent rate for each new tenant in accordance with Sections D.6 below.

Once the Authority has verified that a prospective tenant is a Qualified Household and set a rental rate, the lease documentation for that Unit shall be processed by the Participant. All processing of leases, lease renewals (including the implementation of Annual Adjustments), and income/age recertification shall be undertaken by Participant.

b. *Income/Age Recertification.* Participant shall be responsible for all annual income recertification once a Restricted Unit has been initially certified by the Authority. From and after the commencement of the 55-Year Affordability Period, annually each year, or at any time upon the written request of Authority, Participant shall advise the Authority of the occupancy of the Project by delivering a **"Certificate of Continuing Program Compliance"** in the form attached hereto as Exhibit "F certifying: (i) the income and Senior Citizen status of each household occupying a Restricted Unit, (ii) the number of Restricted Units of the Project which were occupied or deemed occupied by a Qualified Household during such period, (iii) the number of months during which each Restricted Unit was occupied, and (iv) that to the knowledge of Participant either (a) no unremedied default has occurred under this Agreement, (b) a default has occurred, in which event the Certificate shall describe the nature of the default and set forth the measures being taken by the Participant to remedy such default. Participant agrees to pay Authority a fee pursuant to Health and Safety Code Section 33418(c) to offset Authority's actual costs of reasonable and necessary monitoring of affordable housing at the Site. The Certificate of Continuing Program Compliance shall be due to the Authority annually either on January 31 or June 15, as may be mutually-agreed by the parties.

c. *Certification of Preexisting Tenants.* Within thirty (30) days of this Agreement's recordation upon the Site, Participant shall conduct an income computation and age certification for those Preexisting Tenants who were already occupying Restricted Units on Parcel I prior to the date of recordation of this Agreement. Preexisting Tenants eligible as Qualified Households shall be entitled to continue their occupancy of their Restricted Unit subject to the rental rates stated in Section D.4 hereof. However, if a Preexisting Tenant is not eligible as a Qualified Household, then such ineligible Preexisting Tenant shall be remain in his/her tenancy and the Restricted Unit shall be subject to the provisions of Section D.11 hereof.

d. *Maintenance of Records.* Participant shall maintain materially complete and accurate records pertaining to the Units, and shall permit any duly authorized representative of the Authority to inspect the books and records of Participant pertaining to the Site including, but not limited to, those records pertaining to the occupancy of the Units.

e. *Reliance on Tenant Representations.* Each lease for a Restricted Unit shall contain a provision to the effect that Participant has relied on the income certification and supporting information supplied by the tenant in determining qualification for occupancy of the Restricted Unit, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease. In order to assure the accuracy of income/age verification, lease documents executed between the Participant and/or Qualified Manager and each Qualified Household shall contain the following provision as a material term of the lease:

> Whenever Tenant's income changes or Tenant has a change in family composition (persons moving in or out of the household), the Tenant shall report that change to the Resident Manager (Landlord) in writing within 10 business days. Tenant's failure to so report any changes in household income or composition shall be deemed a material default of the Lease.

6. Setting of Base Rent Rates.

a. *Setting Affordable Rent Rates for New Qualified Households.* This Section applies to all new candidates for tenancy in the Project. Once the Authority has determined that a new prospective tenant is a Qualified Household, the Authority shall determine the Household's applicable income category (i.e., Extremely Low, Very Low, Low or Moderate). Based upon that determination, the Authority shall set the new tenant's initial, or base, rental rate. The base rent rate shall not exceed the Affordable Rent levels (by income category) mandated by Section D.4 above. Once the Authority has set the base rent rate for a new tenant, the Participant shall thereafter assume the responsibility of processing lease documentation, collecting rent, managing Annual Adjustments, and maintaining the rent at an Affordable Rent rate appropriate to the household's income level.

b. *Rent Rates for Preexisting Tenants Not to Change.* Those tenants who are currently living in Phase I Restricted Units as of the commencement of the 55-Year Affordability Period (the **"Preexisting Tenants"**) shall not be subject to any rent increases above and beyond

the rental rates they pay/paid as of the commencement of the 55-Year Affordability Period. The foregoing requirement restricting rent increases for Preexisting Tenants shall not apply (i) to such Annual Adjustments applicable to the Preexisting Tenants under Section D.7.b hereof, or (ii) to rent increases approved by the Authority in writing.

7. Adjustments in Rent.

a. *Annual Adjustments*. Once the Authority has set the base rent rate for a Restricted Unit pursuant to Section D.6.a, above, the Participant may automatically apply a 2.5% rent increase each year (the "**Annual Adjustment**"). Subject to Section D.7.c below, such Annual Adjustment shall take effect, and be collectable from the tenant, in that month representing the anniversary of the tenant's lease. For example, if a Qualified Household initially enters its lease for a Restricted Unit at a base rent of $500/month in January, such rent will increase to $513/month (i.e., 2.5% increase) starting January of the next year. Lease documents between Participant and a Qualified Household shall fully disclose the nature and the amount of applicable Annual Adjustments.

b. *Special Rule for Annual Adjustments for Preexisting Tenants*. As opposed to the Annual Adjustments described in the foregoing Section D.7.a, Preexisting Tenants are subject to flat-rate Annual Adjustments each year. The Annual Adjustments for Preexisting Tenants shall take effect in the year following the 55-Year Affordability Period and adjust each anniversary thereafter as shown in the table attached hereto as Exhibit "G" hereto. Before any Annual Adjustment can be imposed upon a Preexisting Tenant, the Participant shall amend or revise all lease documents between Participant and each Preexisting Tenant in order to fully disclose the nature and the amount of applicable Annual Adjustments, and as required for providing the tenant sufficient, lawful notice of rent increases and/or such other tenant rights attendant to rent increases under all applicable laws, regulations or ordinances.

c. *No Annual Adjustment May Give Rise To Rental Rates Exceeding Affordable Rent.* No Annual Adjustment may be charged to a Qualified Household if such rent increase would exceed the Affordable Rent level applicable to the Household's Restricted Unit. For example, if an Annual Adjustment would cause a Low Income Household to pay a rent rate in excess of Low Income Affordable Rent, such Annual Adjustment shall not be charged to the household (though the escalated rent rate will be treated as Guaranteed Rent for purposes of calculating any Rent Subsidy under Section D.8.b). To this end, prior to levying any Annual Adjustment upon a Qualified Household, the Participant shall verify that the Annual Adjustment will not result in the household paying a rent rate that exceeds its Affordable Rent. To achieve this verification, Participant shall use the most recent income certification/re-certification reports and the Participant shall consider any other information as may be reasonably requested or provided by the Authority.

8. Guaranteed Rent; Rent Subsidy; Rent Refunds. In consideration for the Authority's payment of the Agency Assistance, the Authority will provide Participant with a minimum "**Guaranteed Rent**" for each Restricted Unit on the Site. Said Guaranteed Rent shall commence at the same time as the start of the 55-Year Affordability Period (i.e., the later of either (i) December 1, 2011, or (ii) the opening of Phase II units as available for rent). The

Guaranteed Rent shall also expire at the same time as the expiration of the 55-Year Affordability Period.

a. *Exhibit "E".* The estimated Guaranteed Rent structure is shown in the Financial Analysis at Exhibit "E" hereto. As seen in Exhibit "E", Guaranteed Rent starts, in Calendar Year One, at $500 per unit and escalates each year thereafter by 2.5% (pursuant to the Annual Adjustment).

b. *Rent Subsidy.* On a monthly, per-Unit basis, the Authority will pay the Participant for any shortfalls in Guaranteed Rent (the "**Rent Subsidy**"). Such Rent Subsidy shall equal *the difference between*:

- The monthly Guaranteed Rent, *minus*
- The base rental rate set by Authority for a Restricted Unit pursuant to Section D.6 plus any applicable Annual Adjustments.

For example, under Exhibit "E" Year Two has a minimum per-unit Guaranteed Rent of $513/month. However, if the set base rent plus any Annual Adjustments for a Restricted Unit only comes to $450 per month, then the Authority will remit Sixty Three Dollars ($63) to Participant for that month (i.e., $513 minus $450).

c. *Rent Refund.* On a monthly, per-unit basis, the Participant will pay the Authority for any rent actually received in excess of the Guaranteed Rent. Such Rent Refund shall equal *the difference between:*

- The actual rent received for a Restricted Unit, minus
- The applicable monthly Guaranteed Rent.

For example, if in any month of Year Two (which has a minimum Guaranteed Rent per-unit of $513/month) the Qualified Tenant of a Restricted Unit pays $550 in a monthly rent, then the Participant will refund Thirty-Seven Dollars ($37) to Authority for that month (i.e., $550 minus $513).

d. *Payment of Rent Subsidies or Rent Refunds.* Within seven (7) days of the end of each month, the Participant will provide a monthly unit-by-unit written report to the Authority (the "**Monthly Rent Report**"). The Monthly Rent Report shall show the actual level of rent paid that month for each Restricted Unit and to what extent, if any, the unit's set rental rate is either in excess of, or below, the Guaranteed Rent. The Monthly Rent Report shall further report any leases in default, any material changes in tenant income levels, a unit-by-unit report of the initial rent rate for each tenant and the current rent paid by such tenant, a statement of any amounts of either Rent Subsidy or Rent Refund due and owing and documentation supporting such amounts, and such other information as Authority may reasonably request.

The Authority shall pay any Rent Subsidies owing for the reported month in a Monthly Rent Report within thirty (30) days of receiving such Report. The Authority shall pay any Rent Refund owing for the reported month in a Monthly Rent Report within thirty (30) days of submitting such Report to the Authority.

e. *Amendments; Default.* As of the recordation of this Agreement, the parties are unable to estimate or predict with certainty the exact level of property taxes that will be applicable to the Site throughout the 55-Year Affordability Period. Therefore, the parties acknowledge and accept that the calculations in Exhibit "E" may be amended or adjusted mutually by the Authority and Participant as needed to reflect the actual amounts of property taxes applicable to the Site throughout the 55-Year Affordability Period.

Notwithstanding the foregoing or any other provision of this Agreement, any amendments or adjustments to Exhibit "E" that alter the amount of Rent Subsidy or Rent Refund to be paid must be in writing and signed by the appropriate authorities of Authority and Participant. Any purported adjustments to Exhibit "E" not so memorialized in mutually-signed agreement shall be void *ab initio.* If Participant commits an uncured default resulting in termination of this Agreement, the Authority shall have the immediate right to cease any and all Rent Subsidy payments effective as of the date the breach becomes an uncured default under Article K.

9. Duration of Occupancy By Qualified Household. Except in the instance of Section D.11.a, a Restricted Unit occupied by a Qualified Household shall be treated as occupied by that Qualified Household until such time that re-certification of the household's income in accordance with Section D.5, above, demonstrates that the household's primary tenant no longer qualifies as a Qualified Household.

10. Rental Priority. During the term of this Agreement, and to the extent allowed under applicable Affordable Housing Program restrictions, Participant and Authority shall use their best efforts to lease vacant Restricted Units reserved for Qualified Households in the following order of priority: (i) displaced persons entitled to a preference pursuant to California Health and Safety Code Section 33411.3 or successor statute, with highest priority in this category to residents of Irwindale; (ii) residents of the City of Irwindale; and (iii) other persons meeting the eligibility requirements of this Agreement. Participant and Authority may maintain a list (the **"Housing List"**) of persons who have filed a complete application with Authority to rent a Restricted Unit in the Project and who have incomes and Senior Citizen status which would qualify them as a Qualified Household.

11. Nonconforming Tenants. It is expressly understood between the parties to this Agreement that the Restricted Units are intended to be occupied solely by Qualified Households certified as Senior status and income-certified as Extremely Low, Very Low, Low or Moderate Income tenants pursuant to Health & Safety Code §50053 so that the Authority may count the Restricted Units towards its affordable production units; this is the express intent of entering into the DDA and this Agreement. Notwithstanding this intent, the parties acknowledge that there is an established policy against terminating the occupancy of Nonconforming Tenants who, in good faith, were either (i) over-income Preexisting Tenants, or (ii) Qualified Households who subsequently enjoyed a disqualifying increase in annual household income. With respect to such Nonconforming Tenants, the following rules shall apply:

a. *Continued Occupancy.* Any Nonconforming Tenant who, in good faith and in the absence of any fraud or misrepresentation, occupies a Restricted Unit may remain in occupancy of such unit; nothing herein shall be deemed to require Participant to evict or refuse renewal of a lease to such Nonconforming Tenant. For the purposes of this Agreement, a

Restricted Unit so occupied by a good faith Nonconforming Tenant is treated as though it was "occupied by a Qualified Household" throughout the duration of the Nonconforming Tenant's occupancy.

b. *Income Restrictions Resurrected Upon Vacation of Nonconforming Tenant.* When a Nonconforming Tenant occupying a Restricted Unit pursuant to subpart D.k(i) above vacates the Unit, that unit shall only be re-leased to a Qualified Household at the income level that was initially designated for the Restricted Unit prior to its occupation by the Nonconforming Tenant (except as otherwise provided by the "next available unit" rules stated below).

c. *Next Available Unit Requirement.* The parties intend that the Site shall be occupied by Extremely Low, Very Low, Low and Moderate Income households at the ratios and levels referenced in Section D.a hereof (i.e., 9 Extremely Low, 6 Very Low, 5 Low and 5 Moderate Units). To this end, Participant shall follow the "Available Unit Rules" set forth in Federal Internal Revenue Code § 42(g)(2), its successor statutes, Federal Treasury Regulation 1.42-15 (26 C.F.R § 1.42-15) and attendant Federal laws and regulations.

12. Conflicts. The leasing preference provision set forth in Section D.10 shall apply only in the event, and to the extent, such provisions are not in conflict with Internal Revenue Code provisions or IRS regulations.

13. Authority Remedy For Excessive Rent Charge.

a. It shall constitute a default for Participant to charge or accept for a Restricted Unit rent amounts in excess of the amounts provided for in Section D.4 of this Agreement. In the event that Participant charges or receives such higher rental amounts, in addition to any other remedy Authority shall have for such default, Participant shall be required to pay to Authority the entire amount of rent received in excess of the amount permitted pursuant to this Agreement.

b. It shall constitute a default for Participant to rent any Restricted Unit to a tenant who is not a Qualified Household for the particular Restricted Unit pursuant to the rental rate requirements set forth in Section D.4 of this Agreement. In the event Participant rents a Restricted Unit to an ineligible tenant, in addition to any other equitable remedy Authority shall have for such default, Participant, for each separate violation shall be required to pay to Authority an amount equal to (i) two times the greater of (A) the total rent Participant received from such ineligible tenant, or (B) the total rent Participant was entitled to receive for renting that Restricted Unit, plus (ii) any relocation expenses (if any) incurred by Authority or City as a result of Participant having rented to such ineligible person.

THE PARTIES HERETO AGREE THAT THE AMOUNTS SET FORTH IN SUBPARAGRAPHS (a) THROUGH (b) OF THIS SECTION D.13 (THE "DAMAGE AMOUNTS") CONSTITUTE A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES THAT AUTHORITY WOULD SUFFER DUE TO THE DEFAULTS BY PARTICIPANT SET FORTH IN SUBPARAGRAPHS (a) THROUGH (b), CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE OF THIS

AGREEMENT, INCLUDING THE RELATIONSHIP OF THE DAMAGE AMOUNTS TO THE RANGE OF HARM TO AUTHORITY AND ACCOMPLISHMENT OF AUTHORITY'S PURPOSE OF ASSISTING IN THE PROVISION OF AFFORDABLE HOUSING TO QUALIFIED HOUSEHOLDS THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT. THE AMOUNTS SET FORTH IN THIS SECTION D.13 SHALL BE THE SOLE MONETARY DAMAGES REMEDY FOR THE DEFAULTS SET FORTH IN THIS SECTION D.13, BUT NOTHING IN THIS SECTION D.13 SHALL BE INTERPRETED TO LIMIT AGENCY'S REMEDY FOR SUCH DEFAULT TO SUCH A DAMAGES REMEDY. IN PLACING ITS INITIAL AT THE PLACES PROVIDED HEREINBELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY HAS BEEN REPRESENTED BY COUNSEL WHO HAS EXPLAINED

THE CONSEQUENCES OF THE LIQUIDATED DAMAGES PROVISION AT OR PRIOR TO THE TIME EACH EXECUTED THIS AGREEMENT.

PARTICIPANT'S INITIALS: _____ AGENCY'S INITIALS: _____

**E. MAINTENANCE.**

1. General Maintenance Obligations. Participant, for itself and its successors and assigns, hereby covenants and agrees to maintain and repair or cause to be maintained and repaired the Site and all related on-Site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at Participant's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such pavings at all times be kept in a level and smooth condition, and (iv) at a minimum interior conditions of Units and common buildings shall be maintained in accordance with the standards of habitability set forth in 24 CFR Part 5, Subpart G. In addition, Participant shall be required to maintain the Property in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within one thousand (1,000) feet of such portion of the Site.

2. Parking and Driveways. The driveways and traffic aisles on the Site shall be kept clear and unobstructed at all times. No vehicles or other obstruction shall project into any of such driveways or traffic aisles. Vehicles associated with the operation of the Site, including delivery vehicles, vehicles of employees and vehicles of persons with business on the Site shall park solely on the Site.

3. Specific Site Requirements. Without limiting any of the foregoing provisions, Participant's maintenance requirements shall include the following duties commencing from and continuing after the commencement of the 55-year Affordability Period:

a. Reasonably regular maintenance of interior and exterior lighting on the Site including, without limitation, the occasional, as-needed replacement or retrofitting of existing lighting with equipment designed for high-efficiency lumens per watt; the maintenance of interior fixtures as decorative, attractive and compatible with high-efficiency bulbs; the maintenance of motion-sensitive or other crime-deterrent exterior lighting to the extent such lighting can be maintained in an attractive and non-obtrusive manner; and, the maintenance of decorative exterior lighting with equipment designed for high-efficiency lumens per watt. Participant shall utilize renewable energy for exterior lighting, such as solar power, where reasonably possible, cost-effective, attractive and non-obtrusive to residents.

b. Reasonable maintenance and repair to all household appliances to maintain them in safe, working order (absent instances of tenant negligence or intentional destruction). To the extent reasonably possible and cost-effective, appliances shall be retrofitted and/or maintained with equipment designed for high-efficiency energy or water consumption, as appropriate.

c. Should any carpeting be more than ten (10) years old upon the vacation of a tenant from the unit, then Participant shall fully replace such carpeting and its underlying padding. Carpeting or padding that has been significantly damaged regardless of its age (i.e., beyond normal wear and tear) shall be replaced upon the tenant's vacation from the unit. Carpeting shall be shampooed every three (3) years, unless the tenant elects to not have shampooing performed.

d. Reasonably regular repair to all cabinetry, countertops showers, tubs and sinks; or if such cabinetry, countertops showers, tubs and sinks are irreparably and visibly broken, cracked, chipped, damaged, pitted or stained, then replacement with new ones (absent instances of tenant negligence or intentional destruction). To the extent reasonably possible and cost-effective, showers, tubs and sinks shall be maintained with equipment designed for high-efficiency water consumption.

e. Reasonably regular cleaning and any necessary repairs to all Heating, Ventilating and Air Conditioning ("HVAC") systems. To the extent reasonably possible and cost-effective, HVAC systems shall be maintained with equipment designed for high-efficiency energy consumption. Participant or its Qualified Manager shall utilize the air filters recommended by the HVAC system manufacturer (or more effective filter technology if reasonably available); changeable filters shall be changed at a minimum as often as recommended by the HVAC system manufacturer.

f. Neat, attractive and regular maintenance of any solar panels upon Site roofs in such a manner as to efficiently supplement and support electric energy needs of the Site.

g. Maintain the appearance and safety of the Site (including all improvements, fixtures, and landscaping) in good order, condition, and repair, and free from the accumulation of trash, waste materials, and other debris.

h. Remove all graffiti placed upon the Site (including all improvements, fixtures, and landscaping) within seventy-two (72) hours of its appearance.

i. Maintain in good order, condition and repair, properly functioning landscape irrigation systems, including rain gutters and drains, on the Site.

j. Remove and promptly replace all dead or diseased landscaping material on the Site.

k. Regularly maintain all painted, metal, stucco or similar exterior finishes in a neat condition without substantially visible chips, rust, cracking, peeling or other such deterioration.

l. A full upgrade and refurbishment of Site improvements will be undertaken once every ten (10) years (commencing the tenth year after the commencement of the 55-Year Affordability Period) in cooperation with the Authority to the extent upgrades and refurbishments are reasonable and cost-efficient for Participant. To this end, Participant will review the interior and exterior condition of Site structures to determine what improvements can be reasonably upgraded or refurbished. A representative of the Authority may accompany Participant during such ten-year Site review to assist and reasonably negotiate which improvements or Units require an upgrade. Participant shall not be required to pay for the ten-year upgrades or refurbishments required by this Section if such improvements would cost in excess of 75% of the Reserve Fund identified in the Financial Analysis at Exhibit "E" hereto.

4. Maintenance Schedule/Program. To implement the Site maintenance standards set forth in this Agreement, Participant shall abide by that "Las Casitas Maintenance Requirements" program schedule attached hereto as Exhibit "H" (the "**Maintenance Program**"). The Maintenance Program may only be amended, modified or waived pursuant to a written agreement signed by both the Participant and Authority.

5. Tenant Compliance. At the time any tenant signs a lease or lease renewal, Participant shall disclose the existence of this Agreement by providing a written notice to the tenant (included in the lease documentation) in substantially the following form:

> The Las Casitas Apartment complex is subject to a 55-year "Regulatory Agreement and Declaration of Covenants and Restrictions" dated _____, 2011, between the Landlord and the Irwindale Housing Authority. The Regulatory Agreement requires that the Landlord may only lease these apartments to specified levels of lower income, senior-citizen households. The Regulatory Agreement further requires the Landlord to maintain the interior and exterior conditions of the apartments in a neat, safe and habitable condition and it imposes a variety of specific obligations upon the Landlord relating to property maintenance. The Regulatory Agreement provides the Housing Authority with a variety of rights and remedies against the Landlord should Landlord breach its

affordable housing and/or property maintenance obligations. The resident manager maintains a complete copy of the Regulatory Agreement available for review by any tenant or prospective tenant upon request during regular business hours.

The above written notice shall be incorporated into Participant's lease documents with each and every tenant and each tenant shall sign some form of acknowledgment witnessing receipt of the notice. A copy of this Agreement shall be available on the Site during regular business hours for review by any Site resident.

6. Right of Entry. In the event Participant fails to maintain the Site in the above-mentioned condition, and satisfactory progress is not made in correcting the condition within thirty (30) days from the date of written notice from Authority, or if Participant and Authority agree such condition cannot reasonably be cured within such 30-day period Participant shall have such time as Participant and Authority mutually agree may be reasonably necessary to correct the condition provided that Participant is diligent in pursuit of the cure, City, Authority or Agency may, at their option, and without further notice to Participant, declare the unperformed maintenance to constitute a public nuisance. Thereafter, either Agency, Authority or City, their employees, contractors or agents, may cure Participant's default by entering upon the Site and performing the necessary landscaping and/or maintenance. The Agency, Authority or City shall give Participant, its representative or the residential manager reasonable notice of the time and manner of entry, and entry shall only be at such times and in such manner as is reasonably necessary to carry out this Agreement. Participant shall pay such costs as are reasonably incurred by Agency, Authority or City for such maintenance, including attorneys' fees and costs.

a. *Lien.* If such costs provided in this Section E.6 are not reimbursed within thirty (30) days after Participants' receipt of notice thereof, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at a rate of the lower of ten percent (10%) per annum or the legal maximum until paid. Any and all delinquent amounts, together with said interest, costs and reasonable attorney's fees, shall be a personal obligation of Participant as well as a lien and charge, with power of sale, upon the property interests of Participant, and the rents, issues and profits of such property. City, Authority and/or Agency may bring an action at law against Participant obligated to pay any such sums or foreclose the lien against Participant's property interests. Any such lien may be enforced by sale by the City, Authority or Agency following recordation of a Notice of Default of Sale given in the manner and time required by law as in the case of a deed of trust; such sale to be conducted in accordance with the provisions of Section 2924, et seq., of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

Any monetary lien provided for herein shall be subordinate to any bona fide mortgage or deed of trust covering an ownership interest or leasehold or subleasehold estate in and to any Site approved by Agency or Authority pursuant to the DDA, and any purchaser at any foreclosure or trustee's sale (as well as any deed or assignment in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust shall take title free from any such monetary lien, but otherwise subject to the provisions hereof; provided that, after the foreclosure of any such mortgage and/or deed of trust, all other assessments provided for herein to the extent they relate to the expenses incurred subsequent to such foreclosure, assessed hereunder to the purchaser at

the foreclosure sale, as Participant of the subject Site after the date of such foreclosure sale, shall become a lien upon such Site upon recordation of a Notice of Assessment or Notice of Claim of Lien as herein provided.

7. Tenant Disputes. Tenants may, from time to time, have disputes with other tenants, with the Participant or the Participant's contractors and employees (collectively, "**Tenant Disputes**") with regard to rent collection, Site conditions (interior or exterior), parking, noise, management. Such Tenant Disputes shall be the responsibility of Participant and/or resolved through mediation or arbitration procedures, which procedures shall be set forth in the Participant's lease agreements with each and every tenant. In no case shall City, Authority or Agency be responsible for, nor the arbiter of, Tenant Disputes.

## F. MANAGEMENT.

1. Approval of Qualified Manager; Designation of Qualified Manager. Subject to the terms and conditions contained hereinbelow, Participant shall at all times during the operation of the Site pursuant to this Agreement retain an entity to perform the management and/or supervisory functions ("**Qualified Manager**") with respect to the operation of the Project including day-to-day administration, maintenance and repair. Participant shall, before execution or any subsequent amendment or replacement thereof, submit and obtain Authority's written approval of a management contract ("**Management Contract**") entered into between Participant and its Qualified Manager acceptable to Authority. Subject to any regulatory or licensing requirements of any other applicable governmental agency, the Management Contract may be for a term of up to fifteen (15) years and may be renewed for successive terms in accordance with its terms, but may not be amended or modified without the written consent of Authority. The Management Contract shall also provide that the Qualified Manager shall be subject to termination for failure to meet project maintenance and operational standards set forth herein or in other agreements between Participant and Authority. Participant's obligation to retain a Qualified Manager shall remain in force and effect for the same duration as the 55-Year Affordability Period.

a. *Self-Management.* Notwithstanding anything to the contrary in this Section F.1, the Site may be self-managed by Participant with the prior approval of the Authority Executive Director. Prior to this Agreement, Participant itself was the Qualified Manager for Phase I of the Project, and the parties expect that Participant will be the initial Qualified Manager of the Site at the start of the 55-Year Affordability Period. The Authority therefore hereby approves Participant as the Qualified Manager. Any change in the Qualified Manager shall be approved, in writing, by the Executive Director, which approval shall not be unreasonably withheld.

b. *Serious Mismanagement.* If Authority determines in its reasonable judgment that the Site is not being operated or managed in accordance with all the requirements and standards of this Agreement, or other applicable laws and ordinances, then the Authority may deliver written notice to Participant setting forth with reasonable detail the nature of the deficiencies ("**Notice of Serious Mismanagement**"). Deficiencies which may result in such notice include any breach of the site maintenance obligations, use restrictions or management prerogatives mandated by this Agreement (hereinafter, "**Serious Mismanagement**"). For

purposes of this Agreement the term "Serious Mismanagement" shall include, but is not limited to, the following:

i. Knowingly leasing to ineligible households whose income exceeds the income levels prescribed by the Agreement;

ii. Knowingly leasing to ineligible households that do not qualify as Senior Citizen households;

iii. Knowingly allowing the tenants to exceed the prescribed occupancy levels without taking immediate steps to stop such overcrowding;

iv. Failing to timely maintain the Project and the Site in the manner required by this Agreement (including applicable cure periods);

v. Failing to timely submit the reports as required by this Agreement or failing to submit materially complete reports (including applicable cure periods);

vi. Fraud in connection with any document or representation relating to this Agreement or embezzlement of Project monies; and

vii. Failing to provide reasonable cooperation to the City's Police Department in any criminal or investigatory matter.

viii. Repeated, substantiated complaints of, or continued conditions of, poor service quality or failure to maintain the Site as required by Article E hereof such that nuisance conditions arise. For purposes of this Section, the term "nuisance conditions" shall include any condition that substantiates a code enforcement violation under the City of Irwindale Municipal Code, such as:

- Persistent debris and litter on the Site without prompt cleaning by the Qualified Manager,
- Violations of building safety standards required under local or state laws,
- Any recurrent or persistent failure to repair, reconstruct or repaint any structure(s) which have been damaged, defaced (e.g., graffiti) or have deteriorated, regardless of whether such deterioration is due to poor maintenance or through the course of normal wear and tear.
- Any condition that threatens the public health and safety.
- Repeated violations of this Agreement or of the Irwindale Municipal Code that are not directly identified above may

amount to Serious Mismanagement if such violations are recurrent to such an extent that, regardless of any cure, their repetitive nature amounts to a continuing violation.

c. *Termination of Qualified Manager; Notice/Cure Periods.* Within ten (10) days following the Participant's receipt of a Notice of Serious Mismanagement, the Authority, Qualified Manager and the Participant shall meet and confer in good faith concerning the nature of the Authority's alleged deficiencies and the actions which the Authority believes necessary to cure such deficiencies. Within thirty (30) days from the conclusion of such discussions, the Participant shall cure such deficiencies and shall ensure that such deficiencies do not recur. If such deficiencies are not cured within said thirty (30) day period, or if such deficiencies recur at a future date, the Authority may, at its option, require the Participant to replace the Site manager with another Qualified Manager selected by the Participant in it's reasonable discretion, provided, that the Participant shall ensure that such replacement Qualified Manager has the necessary skills, experience and financial ability to operate and manage the Site in accordance with all of the requirements and standards of this Agreement, the Lease/Regulatory Agreement and all other applicable laws and ordinances.

2. Qualified Manager Contract Terminable. Any contract for the operation or management of the Site entered into by the Participant shall provide that such contract shall be terminated upon thirty (30) days' notice, with or without cause. The Participant's failure to remove and replace a Qualified Manager in accordance with the provisions of Section F.1 shall constitute an event of default under this Agreement.

3. Qualifications/Duties of Qualified Manager. The Qualified Manager shall be qualified and able to promptly respond to tenant maintenance requests and tenant emergencies by promptly routing such matters to appropriate maintenance service providers or emergency services. The Qualified Manager shall reside in the designated "Manager's Unit" and shall be retained at no cost to the Authority, Agency or City. The Qualified Manager is expected to be promptly responsive to tenant needs, particularly by promptly or immediately contacting appropriate medical, maintenance, police or fire services when needed for response to a tenant emergency threatening the health, safety or welfare of any person. The Qualified Manager may perform maintenance duties on the Site, or chores and maintenance duties that are beyond the scope of the Qualified Manager may be contracted-out to an outside service provider, provided that the costs of such contracted services shall be the sole responsibility of Participant. From time-to-time, the Authority and Participant may develop a written policy detailing the specific scope of the Qualified Manager's duties, qualifications, responsibilities and response times pursuant to this Section.

## G. COMPLIANCE WITH LAWS.

1. State and Local Laws. Participant shall comply with all ordinances, regulations and standards of the City, Authority and Agency applicable to the Site. Participant shall comply with all rules and regulations of any assessment district of the City with jurisdiction over the Site.

2. Lease Approval. Authority shall have the right but is not required to approve any lease forms, revisions, amendments or modification made to same, used by the Qualified Manager or Qualified Managers for leasing Restricted Units within the Site.

## H. INSURANCE.

1. Duty to Procure Insurance. Participant covenants and agrees for itself, and its assigns and successors-in-interest in the Site that from completion of the Project as evidenced by City's issuance of a Certificate of Completion per the DDA, and continuing thereafter until the expiration of the 55-Year Affordability Period, Participant or such successors and assigns shall procure and keep in full force and effect or cause to be procured and kept in full force and effect for the mutual benefit of Participant and Authority, and shall provide Authority evidence reasonably acceptable to Executive Director, insurance policies meeting the minimum requirements set forth below:

a. Commercial General Liability insurance with respect to the Site and the operations of or on behalf of Participant, in an amount not less than Two Million Dollars ($2,000,000) per occurrence combined single limit including products, completed operations, incidental, contractual, bodily injury, personal injury, death and property damage liability per occurrence, subject to such increases in amount as Authority may reasonably require from time to time. The insurance to be provided by Participant may provide for a deductible or self-insured retention of not more than Twenty-five Thousand Dollars ($25,000), with such maximum amount to increase at the same rate as the periodic increases in the minimum amount of total insurance coverage set forth above.

b. With respect to the improvements and any fixtures and furnishings to be owned by Participant on the Site, All Risk Property insurance against fire, extended coverage, vandalism, and malicious mischief, and such other additional perils, hazards, and risks as now are or may be included in the standard "all risk" form in general use in Los Angeles County, California, with the standard form fire insurance coverage in an amount equal to full actual replacement cost thereof, as the same may change from time to time. The above insurance policy or policies shall include coverage for earthquake to the extent generally and commercially available at commercially reasonable rates, as determined by Participant. City, Authority and Agency shall be loss payees under such policy or policies and such insurance shall contain a replacement cost endorsement.

c. All policies of insurance required to be carried by Participant shall be written by responsible and solvent insurance companies licensed or authorized to do business in the State of California and having a policy-holder's rating of A or better, in the most recent addition of "Best's Key Rating Guide -- Property and Casualty." A copy of each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required herein, and containing the provisions specified herein, shall be delivered to Authority prior to its issuance of the Certificate of Completion for the Project per the DDA and thereafter, upon renewals, not less than thirty (30) days prior to the expiration of coverage. Authority may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by

Participant hereunder. In no event shall the limits of any policy be considered as limiting the liability of Participant hereunder.

d. Each insurance policy required to be carried by Participant pursuant to this Agreement shall contain the following endorsements, provisions or clauses:

i. The insurer will not cancel or materially alter the coverage provided by such policy in a manner adverse to the interest of the insured without first giving Authority a minimum of thirty (30) days prior written notice by certified mail, return receipt requested; and

ii. A waiver by the insurer of any right to subrogation against Authority, its agents, employees, or representatives, which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of Authority, its agents, officers, members, officials, employees, or representatives.

iii. The City, Agency, Authority and their respective agents, officers, members, officials, employees, volunteers, and representatives shall be named insureds on the Commercial General Liability policies.

iv. The City, Authority and Agency shall be loss payees on the All Risk Property insurance policies.

v. Coverage provided by these policies shall be primary and non-contributory to any insurance carried by the City, Agency, their officers, officials, employees, volunteers, agents, or representatives.

vi. Failure to comply with reporting provisions shall not affect coverage provided to City, Authority or Agency, their officers, employees, volunteers, agents, or representatives.

2. Updates in Insurance. Authority's Executive Director may require an increase in the minimum limits of the insurance policies required by this Article as such increases are reasonably determined necessary to provide for changes in cost of living, liability exposure, the market for insurance, or the use of the Site. Such increases in insurance coverage shall be effective upon receipt of written notice from the Executive Director, provided that Participant shall have the right to appeal a determination of increased coverage by the Executive Director to the Authority Board within 30 days of receipt of notice from the Executive Director.

3. Waiver. Authority's Executive Director may waive or modify the insurance requirements set forth herein if such insurance is determined by the Executive Director not to be commercially available. Participant shall submit such evidence of commercial availability as is reasonably required by the Executive Director. At least annually, Participant shall review the availability of any insurance requirement waived or modified pursuant to this Article, and shall meet any such insurance requirement as such insurance becomes commercially available.

4. Failure to Procure Insurance. If Participant fails to procure and maintain the above-required insurance despite its commercial availability, then Authority, in addition to any other remedy which Authority may have hereunder for Participant's failure to procure, maintain, and/or pay for the insurance required herein, may (but without any obligation to do so) at any time or from time to time, after thirty (30) days written notice to Participant, procure such insurance and pay the premiums therefor, in which event Participant shall immediately repay Authority all sums so paid by Authority together with interest thereon at the maximum legal rate.

## I. OBLIGATION TO REPAIR.

1. Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to Section I.3 below, if the Project shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Participant, Participant shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Project to substantially the same condition as the Project is required to be maintained in pursuant to this Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and Participant shall complete the same as soon as possible thereafter so that the Project can continue to be operated and occupied as an affordable housing project in accordance with this Agreement. Subject to extensions of time for "force majeure" events described in the DDA, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date Participant obtains insurance proceeds unless Authority's Executive Director, in his or her sole and absolute discretion, approves a longer period of time. Authority shall cooperate with Participant, at no expense to Authority, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Property do not permit the repair, replacement, or restoration, Participant may elect not to repair, replace, or restore the Project by giving notice to Authority (in which event Participant shall be entitled to all insurance proceeds but Participant shall be required to remove all debris from the Site) or Participant may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Authority, Agency, and the other governmental agency or agencies with jurisdiction.

If Participant fails to obtain insurance as required by the DDA or this Agreement (and Authority has not procured such insurance and charged Participant for the cost), Participant shall be obligated to reconstruct and repair any partial or total damage to the Project and improvements located on the site in accordance with this Section I.1.

2. Continued Operations. During any period of repair, Participant shall continue, or cause the continuation of, the operation of the Project to the extent reasonably practicable from the standpoint of prudent business management.

3. Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the improvements comprising the Project are completely destroyed or substantially damaged by a casualty for which Participant is not required to (and has not) insure against, then Participant shall not be required to repair, replace, or restore such improvements and may elect not to do so by providing Authority with written notice of election not to repair, replace, or

restore within ninety (90) days after such substantial damage or destruction. In such event, Participant shall remove all debris from the Property. As used in this Section I.3, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is [ten] percent [(10%)] or more of the replacement cost of the improvements comprising the Project. In the event Participant does not timely elect not to repair, replace, or restore the improvements as set forth in the first sentence of this Section I.3, Participant shall be conclusively deemed to have waived its right not to repair, replace, or restore the improvements and thereafter Participant shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed improvements in accordance with Section I.1 above and continue operation of the apartment complex during the period of repair (if practicable) in accordance with Section I.2 above.

## J. LIMITATION ON TRANSFERS.

The Participant covenants that Participant shall not transfer the Site or any of its interests therein except as provided in this Section.

1. Transfer Defined. As used in this Section, the term "transfer" shall include any assignment, hypothecation, mortgage, pledge, conveyance, or encumbrance of this Agreement, the Site, or the improvements thereon. A transfer shall also include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) (in the aggregate) of the present ownership and/or control of any person or entity constituting Participant or its general partners, taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family, or among the entities constituting Participant or its general partners or their respective shareholders. In the event any entity constituting Participant, its successor or the constituent partners of Participant or any successor of Participant, is a corporation or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of such corporation, of beneficial interests of such trust; in the event that any entity constituting Participant, its successor or the constituent partners of Participant or any successor of Participant is a limited or general partnership, such transfer shall refer to the transfer of more than twenty-five percent (25%) of such limited or general partnership interest; in the event that any entity constituting Participant, its successor or the constituent partners of Participant or any successor of Participant is a joint venture, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the ownership and/or control of any such joint venture partner, taking all transfers into account on a cumulative basis.

2. Authority Approval of Transfer Required. Participant shall not transfer the Site or any of Participant's rights hereunder, or any interest in the Site or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of Authority, and if so purported to be transferred, the same shall be null and void. In considering whether it will grant approval of any transfer by Participant of its interest in the Site, Authority shall consider factors such as (i) whether the completion of the Project is jeopardized; (ii) the financial credit, strength, and capability of the proposed transferee to perform Participant's obligations hereunder; and (iii) the proposed transferee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

In the absence of specific written agreement by Authority, no transfer by Participant of all or any portion of its interest in the Site (including without limitation a transfer not requiring Authority approval hereunder) shall be deemed to relieve it or any successor party from the obligation to complete the Project or any other obligations under this Agreement. In addition, no attempted transfer of any of Participant's obligations hereunder shall be effective unless and until the successor party executes and delivers to Authority an assumption agreement in a form approved by the Authority assuming such obligations.

3. Exceptions. The foregoing prohibition shall not apply to any of the following:

a. Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing, but Participant shall notify Authority in advance of any such mortgage, deed of trust, or other form of conveyance for financing pertaining to the Site.

b. Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for restructuring or refinancing of any amount of indebtedness described in subsection (a) above, provided that the amount of indebtedness incurred in the restructuring or refinancing does not exceed the outstanding balance on the debt incurred to finance the acquisition of the Site and construction of improvements on the Site, including any additional costs for completion of construction, whether direct or indirect, based upon the estimates of architects and/or contractors.

c. After recordation of the Release of Construction Covenants, any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing provided that the principal amount of the loan does not exceed eighty-five percent (85%) of the value of the land and improvements thereon.

d. The granting of easements to any appropriate governmental agency or utility to facilitate the development of the Site.

e. A sale or transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

f. A transfer of forty-nine percent (49%) or more ownership interest to a member of the transferor's immediate family, a trust, testamentary or otherwise, in which immediate family members of the transferor are the sole beneficiaries, or a corporation or partnership in which the immediate family members or shareholders of the transferor have controlling majority interest of more than fifty percent (50%).

g. A change in the respective percentage ownership interests exclusively of the present Participants of Participant (as of the date of this Agreement), but this shall not authorize the transfer of any interest to any person or entity who is not a present Participant of Participant.

## K. ENFORCEMENT.

In the event Participant defaults in the performance or observance of any covenant, agreement or obligation of Participant pursuant to this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by Authority, or, in the event said default cannot be cured within said time period, Participant has failed to commence to cure such default within said thirty (30) days and thereafter fails to diligently prosecute said cure to completion, then Authority shall declare an "Event of Default" to have occurred hereunder, and, at its option, may take one or more of the following steps:

a. By mandamus or other suit, action or proceeding at law or in equity, require Participant to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of this Agreement; or

b. Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of Participant hereunder; or

c. Enter the Site and cure the Event of Default as provided in Section E.6 hereof.

d. Impose, through Authority's Executive Director, an administrative fine for each day the violation continues. The amount of the fine shall be Twenty-Five dollars ($25.00) per day, unless the violation is deemed a major violation, in which case the fine shall be Seventy-Five dollars ($75.00) per day. The amounts of the foregoing fines shall be automatically increased by Five Dollars ($5.00) every five (5) years during the Term of this Agreement. For purposes of this Section, a "major" violation shall be one which affects adjacent property or the health and safety of persons. Participant may appeal the assessment of any fine to the Authority Board who may reverse, modify or uphold the decision of the Executive Director. In making this decision, the Agency Board shall determine whether the violation exists and whether the amount of the fine is appropriate under the circumstances.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

## L. NONDISCRIMINATION.

There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any part thereof, nor shall Participant, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site, or any part thereof (except as permitted by this Agreement).

**M. COMPLIANCE WITH AUTHORITIY'S LAS CASITAS HOUSING GUIDELINES.**

In addition to the provisions of this Agreement, Participant agrees to abide by the Authority's duly-adopted "Las Casitas Housing Guidelines" (**"Guidelines"**) as such Guidelines may be amended by the Authority from time to time. A true and correct copy of the Guidelines as in effect as of the Effective Date of this Agreement are attached hereto as Exhibit "I". The Authority shall notify Participant in writing of any proposed, substantive amendments to the Guidelines.

**N. COVENANTS TO RUN WITH THE LAND.**

Participant hereby subjects the Site to the covenants, reservations, and restrictions set forth in this Agreement. Authority and Participant hereby declare their express intent that all such covenants, reservations, and restrictions shall be deemed covenants running with the land and shall pass to, burden, and be binding upon the Participant's successors in title to the Site; provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire. All covenants without regard to technical classification or designation shall be binding for the benefit of the Authority, and such covenants shall run in favor of the Authority and for the benefit of the Public Parcels identified in Exhibit C hereto for the entire term of this Agreement, without regard to whether the Authority is or remains an owner of any land or interest therein to which such covenants relate. Each and every contract, deed or other instrument hereafter executed covering or conveying the Site or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

Pursuant to California Civil Code Section 1468, the obligations of this Agreement burden the Site for the benefit of the Public Parcels, the parcels comprising the Banning Redevelopment Project Area and other surrounding lands impacted by the blighted conditions of the Site. Authority and Participant hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that Participant's legal interest in the Site is rendered less valuable thereby. Authority and Participant hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by Eligible Tenants, the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which the Authority was formed.

Participant, in exchange for the Authority entering into the DDA, hereby agrees to hold, sell, and convey the Site subject to the terms of this Agreement. Participant also grants to the Authority, Agency and the City the right and power to enforce the terms of this Agreement against the Participant and all persons having any right, title or interest in the Site or any part thereof, their heirs, successive owners and assigns.

**O. INDEMNIFICATION.**

Participant agrees for itself and its successors and assigns to indemnify, defend, and hold

harmless Authority, Agency, City, and their respective officers, members, officials, employees, agents, volunteers, and representatives from and against any loss, liability, claim, or judgment relating in any manner to the Project excepting only any such loss, liability, claim, or judgment arising out of the intentional wrongdoing or gross negligence of Authority, Agency, City, or their respective officers, officials, employees, members, agents, volunteers, or representatives. Participant, while in possession of the Site, and each successor or assign of Participant while in possession of the Site, shall remain fully obligated for the payment of property taxes and assessments in connection with the Site. The foregoing indemnification, defense, and hold harmless agreement shall only be applicable to and binding upon the party then owning the Site or applicable portion thereof.

**P. ATTORNEYS' FEES.**

In the event that a party to this Agreement brings an action against the other party hereto by reason of the breach of any condition, covenant, representation or warranty in this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action shall be entitled to recover from the other reasonable expert witness fees, and its attorney's fees and costs. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, including the conducting of discovery.

**Q. AMENDMENTS.**

This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County of Los Angeles.

**R. NOTICE.**

Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

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

Copy to: Aleshire & Wynder, LLP
18881 Von Karman, Suite 1700
Irvine, CA 92612
Attn: Fred Galante, Esq.

Participant: The Northridge Group, Inc.
798 Pine Knot Ave., P.O. Box 134401,
Big Bear Lake, CA 92315
Attn: William Jahn

Copy to: Patrick Ragan, Esq.
1881 S. Business Center Dr., Suite 7B
San Bernardino, CA 92408

The notice shall be deemed given three (3) business days after the date of mailing, or, if personally delivered, when received.

**S. SEVERABILITY/WAIVER/INTEGRATION.**

a. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

b. Waiver. A waiver by either party of the performance of any covenant or condition herein shall not invalidate this Agreement or waive any other covenants or conditions, nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

c. Integration. This Agreement contains the entire Agreement between the parties and neither party relies on any extraneous warranty or representation.

**T. CONFLICT OF CONTRACT LANGUAGE.**

In the event there is any conflict between the terms of this Regulatory Agreement and the terms of the DDA, the controlling language shall be determined as follows:

a. Prior to the issuance of a Certificate of Completion for the Project (as described in § 615 of the DDA), the terms and language of the DDA shall be controlling.

b. After issuance of a Certificate of Completion for the Project (as described in § 615 of the DDA), the terms and language of this Agreement shall be controlling.

**U. FUTURE ENFORCEMENT.**

The parties hereby agree that should the Authority cease to exist as an entity at any time during the term of this Agreement, the City of Irwindale shall have the right to enforce all of the terms and conditions herein, unless the Authority had previously specified another entity to enforce this Agreement.

**V. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of California.

**W. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall constitute one original and all of which shall be one and the same instrument.

**[Signatures on Next Page]**

IN WITNESS WHEREOF, the Authority and Participant have executed this Regulatory Agreement and Declaration of Covenants and Restrictions by duly authorized representatives on the date first written hereinabove.

03.23.11
Date

**"AUTHORITY"**
**IRWINDALE HOUSING AUTHORITY**, a public body corporate and politic

Chair

ATTEST:

Authority Secretary
Assistant

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, Authority Counsel

March 19th 2011
Date

**"PARTICIPANT"**
**THE NORTHRIDGE GROUP, INC.**, a California corporation

W.E. Jahn, Executive Vice President

Alex Blanco, CFO
AKA ALEJANDRO BLANCO

[End of Signatures]

STATE OF CALIFORNIA )
) ss.
COUNTY OF XX )

On INSERT ____, 2011, 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.

Signature _____ (Seal)

STATE OF CALIFORNIA )
) ss.
COUNTY OF XX )

On INSERT ____, 2011, 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.

Signature _____ (Seal)

STATE OF CALIFORNIA )
) ss.
COUNTY OF XX )

On INSERT ____, 2011, 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.

Signature _____ (Seal)

STATE OF CALIFORNIA )
) ss.
COUNTY OF XX )

On INSERT ____, 2011, 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.

Signature _____ (Seal)

## CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 | Signature of Document Signer No. 2 (if any)

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 19th (Date) day of March (Month), 2011 (Year), by

(1) William E. Jahn (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Fawnya Ramirez (Signature of Notary Public)

FAWNYA RAMIREZ
Commission # 1911802
Notary Public - California
San Bernardino County
My Comm. Expires Nov 2, 2014

Place Notary Seal Above

### OPTIONAL

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

**Further Description of Any Attached Document**

Title or Type of Document: Regulatory Agreement

Document Date: 3/19/2011 Number of Pages: 41

Signer(s) Other Than Named Above: _____

| RIGHT THUMBPRINT OF SIGNER #1 | RIGHT THUMBPRINT OF SIGNER #2 |
|---|---|
| Top of thumb here | Top of thumb here |

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## CALIFORNIA JURAT WITH AFFIANT STATEMENT

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____ N/A
4 _____
5 _____
6 _____

Signature of Document Signer No. 1

_____

Signature of Document Signer No. 2 (if any)

State of California
County of SAN BERNARDINO

Subscribed and sworn to (or affirmed) before me on this 21 (Date) day of MARCH (Month), 20 11 (Year), by
(1) ALEJANDRO BLANCO (Name of Signer),
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)
(and
(2) N/A (Name of Signer),
proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

CINDY L. BOULWARE
Commission # 1906109
Notary Public - California
San Bernardino County
My Comm. Expires Oct 28, 2014

Signature _____
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

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

**Further Description of Any Attached Document**

Title or Type of Document: REGULATORY AGREEMENT

Document Date: _____ Number of Pages: 21

Signer(s) Other Than Named Above: _____

| RIGHT THUMBPRINT OF SIGNER #1 | RIGHT THUMBPRINT OF SIGNER #2 |
|---|---|
| Top of thumb here | Top of thumb here |

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# EXHIBIT "A"
# LEGAL DESCRIPTION OF PARCEL I

**[Insert Legal Description]**

# IRWINDALE HOUSING AUTHORITY GUIDELINES, POLICIES AND PROCEDURES FOR SENIOR LOW/MODERATE INCOME HOUSING APARTMENT RENTAL PROGRAM

**Adopted by the:**

**Irwindale Housing Authority**

**Approved: March 9, 2011**

## GUIDELINES, POLICIES, AND PROCEDURES

### SECTION 1. GENERAL

The Irwindale Housing Authority ("Authority") has a goal of providing a multi-family housing stock for Irwindale residents to replace existing substandard housing units and to create safe and sanitary rental opportunities for seniors.

### SECTION 2. PROGRAM GUIDELINES, POLICIES AND PROCEDURES

**A. Definitions**

1. ***Applicant***

   A person/family submitting a formal application for consideration and determination of eligibility to rent an apartment hereunder.

2. ***Application Deadline***

   The Application Deadline shall be the date established by the Authority as the deadline for submitting Applications for each apartment unit that becomes available.

3. ***Conflict of Interest***

   Authority Board members and officers, or management level employees of the Authority are deemed to have a conflict of interest and may not participate in this program. Persons who exercise operational responsibilities relative to any financing pertaining to the apartment project are similarly deemed to have a conflict of interest.

4. ***Continuous Resident***

   A "Continuous Resident(s)" shall be placed in two (2) subcategories thereof: Those persons/families continuously residing in Irwindale since at least fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category A" Continuous Resident. Those persons/families continuously residing in Irwindale for at least thirty-six (36) months but establishing residence on or after fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category B" Continuous Resident.

5. ***Disabled Family***

   (a) Any person or his/her family member who has a disability or handicap recognized under the Americans with Disabilities Act of 1990, as amended, which includes:

   (i) a physical or mental impairment that substantially limits one or more of the major life activities of such individual;

   (ii) a record of such an impairment; or

(iii) being regarded as having such an impairment (42 U.S.C. §12102.)

(b) A handicap does not include current, illegal use of or addiction to a controlled substance. For purposes of this part, an individual shall not be considered to have a handicap solely because that individual is a transvestite. (24 C.F.R. § 100.201) As used in this definition:

(c) "Physical or mental impairment" includes:

(i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs, cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or

(ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

(d) "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(e) "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(f) "Is regarded as having an impairment" means:

(i) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by another person as constituting such a limitation;

(ii) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of other toward such impairment; or

(iii) Has none of the impairments defined in paragraph (i) of this definition but is treated by another person as having such an impairment.

Medical certification of a disability or handicap is required from persons claiming disability who are not recipients of benefits under either 42 U.S.C. § 423 (Social Security Act) or § 102 (b) (5) of the Development Services and Facilities Construction Amendments of 1970. The laws and regulations cited in this Section may be amended from time to time by the appropriate governmental authority. Any such amendments that modify the definitions contained herein shall be automatically incorporated without formal action by the Authority.

6. ***Former Resident***

   Persons who previously resided within Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, but who do not currently reside in Irwindale, shall be considered to be Former Residents.

7. ***Handicapped Person***

   A person having a disability or handicap, which (a) is expected to be of long continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could not be improved by more suitable housing. Any member of a family who is handicapped qualifies that family as a Disabled Family. (See: ***"Disabled Family"***.)

8. ***Immediate Family Member***

   Parents, grandparents, siblings, or children of Continuous Residents are considered to be Immediate Family Members.

9. ***Income Qualification Criteria***

   Extremely low, very low, low and moderate income qualification criteria shall be as set forth in Exhibit "A" hereto, which may be amended from time to time without formal action by the Authority or CRA to be consistent with state laws and regulations (Subchapter 2 of Chapter 6.5 of Division 1 of Title 25, California Code of Regulations; see also: California Health and Safety Code §§ 50106, 50105, 50079.5 and 50093.)

10. ***Interrupted Resident***

    Any person (or family) who resided in Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, moved away for a period of time, but has reestablished a bona fide residence within the City limits of Irwindale for at least one year prior to the Application Deadline shall be considered to be an Interrupted Resident.

11. ***Non-resident***

    Any person (or family) who is not now and has not been a resident of Irwindale for at least thirty-six (36) consecutive months within the

fifteen (15) year period immediately preceding the Application Deadline.

12. ***Renter***

An applicant successfully completing the application process and renting an apartment hereunder.

13. ***Senior***

A Senior is a person who is at least sixty-two (62) years of age or older.

14. ***Shared Renter***

Persons sharing rental accommodations with unrelated persons.

15. ***Veteran***

Any person who has been honorably discharged from one of the military services of the United States shall be considered a Veteran.

**B. Eligibility Criteria**

Since the Senior Apartment Rental Program is an apartment rental program, there are two (2) primary criteria which must be met to determine eligibility:

1. Income eligibility under § 2.A.9, above.
2. Be a Senior as specified in § 2.A.12, above.

**C. Priorities**

Eligible applications from persons/families meeting basic income (extremely low, very low, low or moderate income) criteria, shall be processed based upon the following priority schedule and the application procedures in Section 2.D:

1. **First Priority Criteria:**

   (a) Extremely low income persons/family – nine (9) apartment units **[subject to modification]**

   (b) Very low income persons/family – six (6) apartment units **[subject to modification]**

   (c) Low income persons/families – five (5) apartment units **[subject to modification]**

   (d) Moderate income persons/families – five (5) apartment units **[subject to modification]**

A primary goal of the Authority is to create, to the extent feasible, sufficient new rental units to meet the projected needs of Irwindale Seniors. Accordingly, and notwithstanding the initial allocations established in § 2.C.1, above, pertaining to the number of units allocated among the income categories, the Authority reserves the right to reallocate the final

number of units specified for each income category, if deemed necessary and appropriate, to meet the quantified needs of Irwindale Seniors.

2. **Second Priority Criteria:**

| | | |
|---|---|---|
| (a) | Disabled Family | Priority 1 |
| (b) | Veteran | Priority 2 |
| (c) | None of the above | Priority 3 |

3. **Third Priority Criteria**

   (a) Shared Renter for longer than one (1) year prior to Application - Priority 1.

   (b) Shared Renter for less than (1) year prior to Application – Priority 2.

   (c) Persons residing in rental accommodations (single/married) for longer than one (1) year prior to Application – Priority 3.

   (d) Persons residing in rental accommodations (single/married) for less than one (1) year prior to Application – Priority 4.

   (e) Persons owning residence or other residential real property – Priority 5.

4. **Final Priority Criteria**

   (a) Category A Continuous Irwindale Resident - Priority 1

   (b) Category B Continuous Resident – Priority 2

   (c) Interrupted Resident – Priority 3

   (d) Former Resident – Priority 4

   (e) Immediate Family Member – Priority 5

   (f) None of the above – Priority 6

**D. <u>Application Procedure</u>**

1. **Applications**

   (a) Upon commencement of the application process, interested persons will be required to complete and sign an Application. As a material part of the Application, interested persons will be required to execute an authorization and waiver form for release of information from persons, firms, public entities and others who may retain data necessary for a complete analysis of the Application. Data needed will include name, address, telephone number, family composition and ages, declaration of income and assets, declaration of outstanding financial obligations, veteran status, declaration of physical status (with appropriate medical confirmation), declaration of home ownership status. (See: § 2.D.1(i).).

Appropriate assistance in completing the Application will be provided to interested persons, if requested.

(b) Applications shall be submitted for review and screening.

(c) Applications will then be assigned to the appropriate First Priority classification under § 2.C.1.

(d) Within each primary eligibility classification (or priority), the Applications will be further prioritized according to the Second Priority Criteria set forth in § 2.C.2, above.

(e) Applications will be further prioritized with each category by the Third Priority Criteria set forth in § 2.C.3, above.

(f) Applications will be finally prioritized within each classification by the Final Eligibility Criteria set forth in § 2.C.4

(g) Within the numerical allotments provided by the First Eligibility Criteria (§ 2.C.1), the final order of priority will be established by adding the numerical priority rating assigned to each Application. The Applications will be ranked, in order of descending priority, with the smallest total number assigned being the highest priority. For example, an Applicant who is a Displaced Person (Priority 1), Shared Renter (Priority 1) and a Continuous Resident (Priority 1) will have a total Priority Rating of 3 and would be ranked higher than a person who is a "none of the above" (Priority 4), Property Owner (Priority 5) and an Immediate Family Member (Priority 5) with a total Priority Rating of 13.

(h) In the event a tie occurs between two (2) or more Applicants, the total Priority Rating rank order will be assigned by a random blind drawing conducted by the Executive Director.

(i) The Authority staff will verify the following data:

  (i) name and address

  (ii) residence requirement

  (iii) employment

  (iv) income

  (v) existing equity/assets (if applicable)

  (vi) credit history

  (vii) property ownership

(i) Documentation necessary to verify income, age, handicap (disability), and residency requirements shall be submitted with application documents and may include, but is not limited to: birth certificates, current pay check stubs, income tax returns, employment/salary verification, bank statements for all checking

and/or savings accounts, telephone records and utility records, hospital admittance records, medical care records, and records of educational institutions and public agencies as the same are relevant to matters pertaining to verification of information submitted.

(j) All data submitted shall be verified as true and correct under penalty of perjury of the laws of the State of California. Failure to so verify shall result in application rejection.

(k) Ineligible Applicants shall be notified, in writing, with a statement indicating why the Applicant has been denied and advising the Applicant of his or her right to appeal the determination in writing within ten (10) days of the letter of denial. Appeals will be heard by the Authority Board and the Authority Board's determination shall be final.

(l) Eligible Applicants shall be mailed the necessary rental agreement documents to begin processing the rental application. The Authority will provide such assistance as may be necessary to ensure timely and complete submissions.

2. **Insufficient Eligible Applications**

(a) If there are insufficient eligible Applicants during the first thirty (30) days of the Application Deadline, the Board may authorize additional time for further applications which will be processed in accordance with the procedures set forth in § 2.D.1, above.

(b) Priority for Applicants shall be strictly maintained in accordance with the application period during which submittal occurred. Additional Applicants authorized by the Board after the first thirty (30) days shall not be included with the first group of Applicants.

(c) Once rental agreement documents have been approved, then a move-in date will be established.