

CITY OF IRWINDALE

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



AGENDA FOR THE REGULAR MEETING OF THE CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY HOUSING AUTHORITY

JANUARY 13, 2021

5:30 P.M. - CLOSED SESSION

6:30 P.M. - OPEN SESSION

CLOSED SESSION / OPEN SESSION – CITY HALL COUNCIL CHAMBER

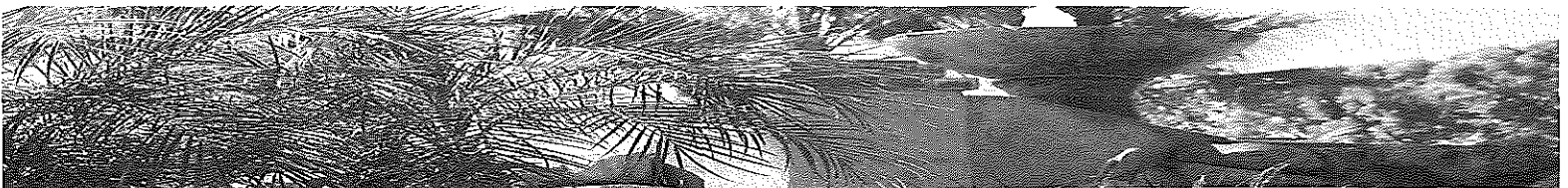
(Closed to the Public)

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



CLOSED SESSION – 5:30 P.M.

1. Public Employee Performance Evaluation

Pursuant to California Government Code Section 54957

Title: City Manager

2. Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

Property: APN 8417-034-912

Agency negotiators: William Tam (City Manager), Marilyn Simpson (Community Development Manager/City Planner), and Adrian Guerra (City Attorney)

Negotiating parties: Haggai Mazler, Director of Land Acquisition, on behalf of KB Home

Under negotiation: Price and Terms of Payment

3. Liability Claims (Worker's Compensation)

Pursuant to Government Code Section 54956.95:

Claimant: Mario Camacho

Agency claimed against: City of Irwindale

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. **REPORT FROM CLOSED SESSION**

F. **CHANGES TO THE AGENDA**

G. **COUNCIL MEMBER TRAVEL REPORTS**

H. COUNCILMEMBER COMMENTS**I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS****J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**

- A) Presentation of Certificate of Appointment to Parks & Recreation Commissioner Teresa Ortiz
- B) Plaque presentation to Irwindale Technical Advisory Committee Members Jock M. Scott, PE; Kent McMillan, Ph.D. CEG, CHG; Donald P. Coduto, PE, GE; Brian D. Constant, PE, GE and Linda Osdale

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) Regular meeting held December 9, 2020

B. Warrants/Demands/Payroll

Recommendation: Approve

C. 2nd Reading of Ordinance No. 754 Pertaining to Amendment of the Reclamation Fund Cap and Annual Transfers

Recommendation: Direct the City Attorney to ready by title only, waive further reading of, and **adopt on second reading Ordinance No. 754** entitled, "A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE AMENDMENT OF SECTION

17.60.150 OF CHAPTER 17.60 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE RECLAMATION FUND CAP AND THE REQUIRED ANNUAL CONTRIBUTIONS”.

- D. Acceptance and Appropriation of High-Speed Broadband in California Libraries Grant Year 6 in the Amount of \$8,979.77 for Network Firewall and Wireless Access Point Equipment

Recommendation: **Adopt Resolution No. 2021-03-3265** entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE HIGH-SPEED BROADBAND IN CALIFORNIA LIBRARIES GRANT – YEAR 6 IN THE AMOUNT OF \$8,979.77 FOR NETWORK FIREWALL AND WIRELESS ACCESS POINT EQUIPMENT”.

- E. Declaration of Surplus Equipment

Recommendation: Receive and file.

2. NEW BUSINESS

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

- A. Resolution to Extend the Existence of a Local Emergency Regarding COVID-19 Pandemic and Ratifying Certain Actions Implemented by the Assistant Director of Emergency Services / City Manager

Recommendation: **Adopt Resolution No. 2021-02-3264** 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”.

- B. Appointment of a Senior Citizen Commissioner

Recommendation: 1) **Adopt Resolution No. 2021-05-3267** entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE SENIOR CITIZENS COMMISSION OF THE CITY OF IRWINDALE”; or 2) Provide other direction to staff.

- C. Resolution No. 2021-17-3279. Approving the Submittal of an Application to the United States Army for and use of its Howitzer Anti-Tank Gun for a Monument to American Veterans to Be Established at 14988 Los Angeles Street, Irwindale, CA 91706 and Authorizing the City Manager to Execute Any Agreements Thereto, (2) Approving the Maintenance Agreement with Alderson Business Park Owners Association Regarding the Howitzer Anti-Tank Gun, and (3) Approving the Acceptance of Certain Easement Rights Over the Monument Location from Developer for Maintenance, Inspection and Removal of the Howitzer

Recommendation: **Adopt Resolution No. 2021-17-3279** entitled, "APPROVING THE SUBMITTAL OF AN APPLICATION TO THE UNITED STATES ARMY FOR AND USE OF ITS HOWITZER ANTI-TANK GUN FOR A MONUMENT TO AMERICAN VETERANS TO BE ESTABLISHED AT 14988 LOS ANGELES STREET, IRWINDALE, CA 91706 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS THERETO, (2) APPROVING THE MAINTENANCE AGREEMENT WITH ALDERSON BUSINESS PARK OWNERS ASSOCIATION REGARDING THE HOWITZER ANTI-TANK GUN, AND (2) APPROVING THE ACCEPTANCE OF CERTAIN EASEMENT RIGHTS OVER THE MONUMENT LOCATION FROM DEVELOPER FOR MAINTENANCE, INSPECTION AND REMOVAL OF THE HOWITZER" reading by title only and waiving further reading thereof.

3. PUBLIC HEARINGS

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

A. Proposed Use of the CDBG Allocation for FY 2021-2022

Recommendation: **Adopt Resolution No. 2021-01-3263** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PROPOSED USE OF THE CITY'S FISCAL YEAR 2021-2022 LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION" reading by title only and waiving further reading thereof.

4. CITY MANAGER'S REPORT

5. AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

6. ADJOURN

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

A. Report from Closed Session

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 December 9, 2020

B. Warrants

Recommendation: Approve

C. Consideration of Resolution No. SA 2021-07-3269 of the City Council of the City of Irwindale acting as Successor Agency to the Irwindale Community Redevelopment Agency Approving a Recognized Obligation Payment schedule and Administrative Budget for July 1, 2021 through June 30, 2022

Recommendation: **Adopt Resolution No. SA 2021-07-3269** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACTING AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022".

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. **ADJOURN**

HOUSING AUTHORITY

A. Report from Closed Session

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 December 9, 2020

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. 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 January 13, 2021, be posted at the City Hall, Library, and Post Office on January 7, 2021.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

CC ITEM 1A1

**DECEMBER 9, 2020
WEDNESDAY
6:00 P.M.**

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

ROLL CALL:

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

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; Jeff Wagner, Information Technology
Manager and Laura Nieto, Chief Deputy City Clerk

**RECESS TO
CLOSED SESSION**

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

Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

Case Name: City of Baldwin Park v. City of Irwindale, et al.
Case Number: BS163400

ACTION: Discussion held, update provided; no reportable action
taken

**RECONVENE IN
OPEN SESSION**

At 6:31 p.m., the City Council reconvened in Open Session.

**CHANGES TO THE
AGENDA**

CITY MANAGER TAM

City Manager Tam noted that Consent Calendar Item No. 1L would
be pulled for separate consideration.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

**DECLARING RESULTS
OF NOVEMBER 3, 2020
ELECTION –
RESOLUTION**

DECLARING RESULTS OF NOVEMBER 3, 2020 ELECTION -
RESOLUTION NO. 2020-96-3256

**CHIEF DEPUTY CITY
CLERK NIETO**

Chief Deputy City Clerk Nieto presented the staff report.

VERONICA LOPEZ

Veronica Lopez, from Assemblymember Blanca Rubio's Office,
congratulated Councilmembers Burrola, Garcia, and Mayor Pro Tem
Breceda on their reelection to the Council.

DENA ZEPEDA Dena Zepeda congratulated Councilmembers Burrola, Garcia, and Mayor Pro Tem Breceda on their reelection to the Council.

TERESA ORTIZ Teresa Ortiz congratulated Councilmembers Burrola, Garcia, and Mayor Pro Tem Breceda on their reelection to the Council. She also congratulated Ebelia Reyes-Ortiz on her efforts in running in the City Council election and spoke in favor of term limits for Councilmembers.

DOMINIQUE REYES Dominique Reyes congratulated Councilmembers Burrola, Garcia, and Mayor Pro Tem Breceda on their reelection to the Council and concurred with Teresa Ortiz's comments.

RESOLUTION NO. 2020-96-3256
ADOPTED

Resolution No. 2020-96-3256, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RECITING THE FACT OF THE CONSOLIDATED GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 3, 2020, ACCEPTING THE OFFICIAL CANVASS AND OFFICIAL STATEMENT OF VOTES CAST FROM THE COUNTY OF LOS ANGELES REGISTRAR RECORDER'S OFFICE, AND DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ortiz, seconded by Councilmember Garcia, and unanimously approved.

**ADMINISTRATION OF
OATHS OF OFFICE
TO MARK A. BRECEDA,
LARRY G. BURROLA,
AND MANUEL R.
GARCIA**

ADMINISTRATION OF OATHS OF OFFICE TO MARK A. BRECEDA, LARRY G. BURROLA, AND MANUEL R. GARCIA

The Oaths of Office were administered to Mark A. Breceda, Larry G. Burrola, and Manuel R. Garcia.

COMMENTS MADE Councilmembers Burrola, Garcia, and Mayor Pro Tem Breceda each thanked their supporters and those who voted.

**REORGANIZATION OF
CITY COUNCIL**

REORGANIZATION OF CITY COUNCIL

CHIEF DEPUTY CITY CLERK NIETO Chief Deputy City Clerk Nieto described the process in conducting the Council reorganization. She then opened the floor for nominations for the office of Mayor.

COUNCILMEMBER AMBRIZ Councilmember Ambriz nominated Councilmember Ortiz.

ROLL CALL There being no further nominations, Chief Deputy City Clerk Nieto closed the nomination period. The above-mentioned nomination was unanimously approved; thereby appointing Councilmember Ortiz as Mayor.

MAYOR ORTIZ Mayor Ortiz opened the floor for nominations for the office of Mayor Pro Tem.

Mayor Ortiz nominated Councilmember Burrola.

ROLL CALL There being no further nominations, Mayor Ortiz closed the nomination period. The above-mentioned nomination was unanimously approved; thereby appointing Councilmember Burrola as Mayor pro Tem.

**ROLL CALL OF
NEWLY SEATED
CITY COUNCIL**

ROLL CALL OF NEWLY SEATED CITY COUNCIL

The roll call of the newly seated City Council was conducted with all members present.

ANNOUNCEMENTS

MAYOR ORTIZ Mayor Ortiz thanked his colleagues for appointing him as Mayor and expressed his optimism in working together for the good of the City.

COUNCILMEMBER AMBRIZ Councilmember Ambriz reported that on November 21, the Irwindale Community Foundation held its successful Turkey Drive. He thanked the Foundation and all volunteers. He also stated that he was honored to have served as Mayor for the past two years and spoke on the challenges the City addressed.

MAYOR PRO TEM BURROLA Mayor Pro Tem Burrola thanked the Public Works Department for their work in setting up for the upcoming Christmas event.

COUNCILMEMBER BRECEDA Councilmember Breceda congratulated Mayor Ortiz and Mayor Pro Tem Burrola on their appointments and thanked all staff for their hard work during the pandemic.

COUNCILMEMBER GARCIA Councilmember Garcia congratulated Mayor Ortiz on his appointment and spoke on the need to work together.

MAYOR ORTIZ Mayor Ortiz spoke on his attendance at a recent meeting of the Gold Line as an Irwindale delegate.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

None

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

RECOGNITION OF OUTGOING PARKS & RECREATION COMMISSIONER DAN DIAZ

COMMISSIONER DAN DIAZ	The recognition was made.
COUNCIL COMMENTS	Each member of the Council thanked Danny Diaz for his decades of volunteer efforts and for his contributions to the community.
DAN DIAZ	Dan Diaz thanked the Council and the community for their support.
JULIAN MIRANDA	Julian Miranda thanked Mr. and Mrs. Diaz for a lifetime of service to the community.
RECOGNITION OF THE THE CITY OF IRWINDALE FINANCE DEPARTMENT – AWARD OF EXCELLENCE IN FINANCIAL REPORTING FROM GFOA	RECOGNITION OF THE CITY OF IRWINDALE FINANCE DEPARTMENT – AWARD OF EXCELLENCE IN FINANCIAL REPORTING FROM GFOA The recognition was made.
CHAMBER OF COMMERCE BUSINESS OF THE MONTH – COURTYARD MARRIOTT MONROVIA	CHAMBER OF COMMERCE BUSINESS OF THE MONTH – COURTYARD MARRIOTT MONROVIA The recognition was made.

**SPONTANEOUS
COMMUNICATIONS**

PRISCILLA ZEPEDA	Priscilla Zepeda paid special tribute to Mr. Dan Diaz for his decades of contributions to the community.
CARMEN ROMAN	Carmen Roman thanked Councilmember Ambriz for his service in the role of Mayor, and congratulated the incumbents on their reelection.
DENA ZEPEDA	Dena Zepeda thanked Julian Miranda for his comments and spoke on the positive effect Mr. Danny Diaz's contributions have had on her. She also thanked Councilmember Ambriz for the leadership he demonstrated during his time as Mayor, and lamented that city residents do not receive as many fringe benefits from local businesses as they used to.
COUNCILMEMBER AMBRIZ	Councilmember Ambriz thanked Mrs. Roman and Mrs. Zepeda for their comments.

CONSENT CALENDAR

MOTION	A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Burrola, to approve the Consent Calendar; with the exception of Item No. 1L, which was removed for separate
--------	---

consideration; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting held November 11, 2020

ITEM NO. 1B
WARRANTS /
DEMANDS /
PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
COMPENSATION
RESOLUTION

COMPENSATION RESOLUTION NO. 2020-83-3243

RESOLUTION NO.
2020-83-3243
ADOPTED

Resolution No. 2020-83-3243, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2020-49-3159, ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, COMPENSATION, AND BENEFITS FOR CITY EMPLOYEES," was adopted.

ITEM NO. 1D
REJECTION OF
CLAIM – VICTOR
MAZARIEGO VS.
CITY OF IRWINDALE

REJECTION OF CLAIM – VICTOR MAZARIEGO VS. CITY OF IRWINDALE

The claim of Victor Mazariego vs. City of Irwindale was rejected and staff was directed to send a letter of rejection.

ITEM NO. 1E
APPROVAL OF THE
2021 LOCAL
APPOINTMENTS
LIST

APPROVAL OF THE 2021 LOCAL APPOINTMENTS LIST

RESOLUTION NO.
2020-100-3260
ADOPTED

Resolution NO. 2020-100-3260, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2021 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME," was adopted.

ITEM NO. 1F
AWARD OF
CONTRACT FOR
CONSTRUCTION

AWARD OF CONTRACT FOR CONSTRUCTION INSPECTION SERVICES FOR A WATER PIPELINE EXTENSION PROJECT

The City Manager was authorized to enter into an agreement with

INSPECTION SERVICES FOR A WATER PIPELINE EXTENSION PROJECT FCG Consultants for construction inspection services for a Water Pipeline Extension Project in the amount of \$170,000.

ITEM NO. 1G
REQUEST TO OBTAIN AUTHORIZATION TO EXECUTE A MOU WITH THE CITY OF GLENDORA AND APPROPRIATE FUNDS - WAYFINDING FUNDS FROM THE LACTA REQUEST TO OBTAIN AUTHORIZATION TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF GLENDORA AND APPROPRIATE FUNDS TO PAY THE LOCAL MATCH PAYMENT TO RECEIVE WAYFINDING FUNDS FROM THE LOS ANGELES COUNTY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2020-92-3252
ADOPTED **Resolution No. 2020-92-3252**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF GLENDORA AND PAYMENT OF THE LOCAL MATCH TO RECEIVE WAYFINDING FUNDING FROM THE LOS ANGELES COUNTY TRANSPORTATION AUTHORITY, AND APPROVING AN APPROPRIATION OF \$3,000 FROM THE GAS TAX FUND TO COVER THE LOCAL MATCH REQUIREMENT," was adopted.

ITEM NO. 1H
RETROACTIVELY APPROVE A FEE WAIVER FOR THE IRWINDALE SPEEDWAY SANTA'S SPEEDWAY CHRISTMAS LIGHTS DRIVE-THRU EVENT, WAIVING CITY SPECIAL EVENT PERMIT FEES RETROACTIVELY APPROVE A FEE WAIVER FOR THE IRWINDALE SPEEDWAY'S SANTA'S SPEEDWAY CHRISTMAS LIGHTS DRIVE-THRU EVENT, WAIVING CITY SPECIAL EVENT PERMIT FEES

RESOLUTION NO. 2020-101-3261
ADOPTED **Resolution No. 2020-101-3261**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RETROACTIVELY APPROVING A FEE WAIVER FOR THE IRWINDALE SPEEDWAY'S SANTA'S SPEEDWAY CHRISTMAS LIGHTS DRIVE-THRU EVENT, WAIVING CITY SPECIAL EVENT PERMIT FEES," was adopted.

ITEM NO. 1I
SECOND READING OF ORDINANCE NO. 751 RELATING TO THE SECOND READING OF ORDINANCE NO. 751 RELATING TO THE COLLECTION OF DEVELOPMENT IMPACT FEES

COLLECTION OF
DEVELOPMENT IMPACT
FEES

ORDINANCE NO. 751
ADOPTED ON
SECOND READING

Ordinance No. 751, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTIONS 3.50.050 AND 3.50.060 OF THE CITY OF IRWINDALE MUNICIPAL CODE UPDATING THE DEADLINE TO PAY THE CITY'S DEVELOPMENT IMPACT FEES AND ESTABLISHING POLICIES AND PROCEDURES FOR GRANTING CREDIT AGAINST A DEVELOPMENT IMPACT FEE," was adopted.

ITEM NO. 1J
APPROVAL OF
AMENDMENT NO. 2
TO THE CONTRACT
SERVICE AGREEMENT
FOR PROFESSIONAL
DESIGN SERVICES
FOR THE IRWINDALE
PARK IMPROVEMENT
PROJECT IN THE
CITY OF IRWINDALE
BETWEEN THE CITY
AND STEVEN A.
ORMENYI & ASSOC.

APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR THE IRWINDALE PARK IMPROVEMENT PROJECT IN THE CITY OF IRWINDALE BETWEEN THE CITY AND STEVEN A. ORMENYI & ASSOCIATES

Amendment No. 2 to the Contract Service Agreement between Steven A. Ormenyi & Associates and the City of Irwindale for the preparation of plans and specifications for the Irwindale Park Improvements Project Phases III, IV, and V, was approved.

ITEM NO. 1K
NOVEMBER 3, 2020,
GENERAL MUNICIPAL
ELECTION

NOVEMBER 3, 2020, GENERAL MUNICIPAL ELECTION

The report was received and filed.

END OF CONSENT CALENDAR

ITEM NO. 1L
APPROVAL OF
AMENDMENT NO. 9
TO PROJECT
REIMBURSEMENT
AGREEMENT RELATING
TO SOLID WASTE
MATERIALS RECOVERY
FACILITY / TRANSFER
STATION AGREEMENTS
BETWEEN THE CITY
AND ARAKELIAN ENT.,
DBA ATHENS SVCS.

APPROVAL OF AMENDMENT NO. 9 TO PROJECT REIMBURSEMENT AGREEMENT (AKA – DEPOSIT AGREEMENT) RELATING TO SOLID WASTE MATERIALS RECOVERY FACILITY / TRANSFER STATION AGREEMENTS BETWEEN THE CITY AND ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES

CITY ATTORNEY
GUERRA

City Attorney Guerra presented the staff report.

COUNCILMEMBER
AMBRIZ

Councilmember Ambriz spoke in favor of approval of this item.

MOTION

A motion was made by Councilmember Ambriz, seconded by Councilmember Breceda, to: 1) approve Amendment No. 9 to the Project Reimbursement Agreement between the City and Arakelian Enterprises, Inc., dba Athens Services ("Athens"); 2) authorize the City Manager to execute Amendment No. 9 following approval as to form by the City Attorney; and 3) authorize payment to the City of Baldwin Park, as ordered by the Los Angeles County Superior Court, upon receipt of the deposit per Amendment No. 9 of the Project Reimbursement Agreement.

MAYOR ORTIZ

Mayor Ortiz noted his desire for this item to be discussed for the benefit of the public.

DENA ZEPEDA

Dena Zepeda thanked the Council of this item and thanked Athens for being a good partner to the City.

ROLL CALL

The above-mentioned motion was unanimously approved.

NEW BUSINESS

ITEM NO. 2A
MAYOR'S
APPOINTMENTS OF
ALTERNATES AND
DELEGATES

MAYOR'S APPOINTMENTS OF ALTERNATES AND DELEGATES

RESOLUTION NO.
2020-93-3253
ADOPTED

Resolution No. 2020-93-3253, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY," was passed, approved, and adopted, on the motion of Councilmember Garcia, seconded by Councilmember Breceda, and unanimously approved.

ITEM NO. 2B
APPOINTMENT OF
PARKS & RECREATION
COMMISSIONER

APPOINTMENT OF PARKS & RECREATION COMMISSIONER

MAYOR ORTIZ

Mayor Ortiz thanked all applicants for their desire to serve the community.

Mayor Ortiz nominated Teresa Ortiz and, on roll call vote, Councilmember Ambriz, Mayor Pro Tem Burrola, and Mayor Ortiz voted in favor; Councilmembers Breceda and Garcia opposed.

RESOLUTION NO.
2020-94-3254
ADOPTED

Resolution No. 2020-94-3254, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE PARKS AND RECREATION COMMISSION OF THE CITY OF IRWINDALE," was passed, approved, and adopted, on the motion of Councilmember Ambriz, seconded by Mayor Pro Tem Burrola, thereby appointing Teresa Ortiz to the Parks and Recreation Commission; Councilmembers Ambriz and Breceda, Mayor Pro Tem Burrola, and Mayor Ortiz in favor; Councilmember Garcia opposed.

ITEM NO. 2C
APPOINTMENT OF
SENIOR CITIZEN
COMMISSIONERS

APPOINTMENT OF SENIOR CITIZEN COMMISSIONERS

MAYOR ORTIZ

Mayor Ortiz thanked all applicants for their desire to serve the community.

Mayor Ortiz suggested appointing Maggie Guzman to the Senior Citizen Commission, which the entire Council unanimously supported.

Mayor Ortiz also suggested appointing Robert Gallegos to the Senior Citizen Commission.

COUNCILMEMBER
AMBRIZ

Councilmember Ambriz wondered whether Mr. Gallegos is of sufficient age to serve on the Senior Citizen Commission, to which Chief Deputy City Clerk Nieto indicated that she could not definitively answer the question since staff does not ask for applicants to list their age on their applications.

MAYOR ORTIZ

Responding to a comment by Mayor Ortiz, City Attorney Guerra advised that the Council may adopt the resolution to appoint Maggie Guzman to the Senior Citizen Commission, and that staff can adopt a second resolution appointing another member to the Commission after verifying the applicant's age.

RESOLUTION NO.
2020-95-3255
ADOPTED

Resolution No. 2020-95-3255, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded

by Councilmember Garcia, and unanimously approved; thereby appointing Maggie Guzman to the Senior Citizen Commission.

ITEM NO. 2D
REAFFIRMING THE
APPOINTMENT OF
IRWINDALE
COMMUNITY
FOUNDATION
BOARDMEMBER
JEFF CAMERON

REAFFIRMING THE APPOINTMENT OF IRWINDALE
COMMUNITY FOUNDATION BOARDMEMBER JEFF CAMERON

RESOLUTION NO.
2020-97-3257
ADOPTED

Resolution No. 2020-97-3257, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REAFFIRMING THE APPOINTMENT OF JEFF CAMERON TO THE IRWINDALE COMMUNITY FOUNDATION BOARD," was passed, approved, and adopted, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved.

ITEM NO. 2E
INTRODUCTION
AND FIRST READING
OF ORDINANCE
PERTAINING TO
AMENDMENT OF THE
RECLAMATION FUND
CAP AND ANNUAL
TRANSFERS

INTRODUCTION AND FIRST READING OF ORDINANCE NO. 754
PERTAINING TO AMENDMENT OF THE RECLAMATION FUND
CAP AND ANNUAL TRANSFERS

DIRECTOR CARREON

Director Carreon presented the staff report.

MAYOR ORTIZ

Mayor Ortiz thanked staff for researching this matter.

ORDINANCE NO. 754
INTRODUCED FOR
FIRST READING

Ordinance No. 754, entitled:

"A JOINT ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE AMENDMENT OF SECTION 17.60.150 OF CHAPTER 17.60 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE RECLAMATION FUND CAP AND THE REQUIRED ANNUAL CONTRIBUTIONS," was introduced for first reading, reading by title and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved.

ITEM NO. 2F
APPROVAL OF A
RECLAMATION FUND
GROWTH SCHEDULE

APPROVAL OF A RECLAMATION FUND GROWTH SCHEDULE
FOR REACHING THE AMENDED RECLAMATION FUND CAP
(Joint Item on Reclamation Authority)

FOR REACHING THE
AMENDED
RECLAMATION FUND
CAP

DIRECTOR CARREON Director Carreon presented the staff report.

RESOLUTION NO.
2020-102-3262
ADOPTED

Resolution No. 2020-102-3262, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND RECLAMATION AUTHORITY BOARD APPROVING A RECLAMATION FUND GROWTH SCHEDULE FOR REACHING THE AMENDED RECLAMATION FUND CAP," was passed, approved, and adopted, on the motion of Mayor Pro Tem Burrola, seconded by Councilmember Breceda, and unanimously approved.

PUBLIC HEARINGS

ITEM NO. 3A
AN APPEAL OF THE
DEVELOPMENT
IMPACT FEE FOR THE
PROJECT LOCATED
AT 14988 LOS
ANGELES STREET,
SPDR (DA) NO. 01-2020
AND REQUEST FOR
CLARIFICATION AS TO
WHEN DEVELOPMENT
IMPACT FEES ARE
DUE FOR THIS
DEVELOPMENT

AN APPEAL OF THE DEVELOPMENT IMPACT FEE FOR THE PROJECT LOCATED AT 14988 LOS ANGELES STREET (FORMERLY 14910 LOS ANGELES STREET), SITE PLAN AND DESIGN REVIEW (DA) NO. 01-2020 (APN: 8437-020-007) AND REQUEST FOR CLARIFICATION AS TO WHEN DEVELOPMENT IMPACT FEES ARE DUE FOR THIS DEVELOPMENT

COMMUNITY
DEVELOPMENT
MANAGER SIMPSON

Community Development Manager Simpson presented the staff report.

RECESS

At 8:14 p.m., the Council took a short recess.

RECONVENE

At 8:18 p.m., the Council reconvened with all members present.

COUNCILMEMBER
AMBRIZ

Councilmember Ambriz disclosed that he has recently met with the developer, but the meeting did not have anything to do with the appeal.

OPEN
PUBLIC HEARING

At 8:19 p.m., Mayor Ortiz opened the public hearing.

- CRAIG FURNISS Craig Furniss, representing 7th Street Developers, stated his belief that the staff report contains incorrect conclusions and inconsistencies with state law. He referred to the letter he previously presented wherein he discusses his beliefs why the Development Impact Fees should be reconsidered: 1) the City must consider existing uses that are taken out of service when determining the impact of new development, and 2) the proposed Development Impact Fees assume an industrial trip demand factor that is 3.1 times the trips calculated by the traffic engineer. He added that prevailing wages would not be applicable in this case, as is alleged in the staff report.
- DENA ZEPEDA Dena Zepeda stated her unhappiness with the developer since she believes they took the AmVets meeting place away from vets.
- CRAIG FURNISS Craig Furniss disputed Dena Zepeda's allegations.
- DENA ZEPEDA Dena Zepeda stated that she will be "going after businesses" in order for them to provide more free goods and services to residents.
- COUNCILMEMBER AMBRIZ As requested by Councilmember Ambriz, City Attorney Guerra noted that, back in April of 2020 when the Planning Commission approved entitlements for the project, it was represented to staff and the Commission that the AmVets building was vacant. Therefore, any increase from that point should be accounted for. However, it appears that the developer is analyzing the fees as if the building is being utilized. He stated that, if the building is being utilized, this would be an important detail to note since it would require staff to look at the application to see whether it was accurate or not. With respect to the developer's first argument, City Attorney Guerra stated that he does not see it as sufficient basis to overturn the analysis. With regard to the developer's second argument, City Attorney Guerra again stated that this development is not being treated differently from any other, and that the fees were calculated based on a study, which itself was based on a calculation that was applied to the square footage of the development. He further reiterated that he found no basis to change staff's recommendation.
- COUNCILMEMBER GARCIA Councilmember Garcia asked about the formula that was utilized in the study with regard to traffic impacts, to which James Edison from Wildan, the city's consultant, advised that they based the study on generalized use cases. In this case, they used a trip manual that is provided by the Institute of Traffic Engineers, 9th Edition. He added that they noticed that the 10th Edition reduced trip rates for this type of industrial use; however, any individual project will have more or fewer trips than the general rate that is assumed in studies. He advised that the Council, in its discretion, could determine whether it would be reasonable to make an accommodation for a project that deviates this far from the assumptions made in its study.

CLOSE
PUBLIC HEARING

There being no further speakers, Mayor Ortiz closed the public hearing at 8:42 p.m.

COUNCILMEMBER
AMBRIZ

Councilmember Ambriz stated that, in order for the fees to work properly, they must be applied consistently, and suggested following staff's recommendation.

RESOLUTION NO.
2020-99-3259
ADOPTED

Resolution No. 2020-99-3259, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DENYING AN APPEAL TO ADJUST THE DEVELOPMENT IMPACT FEE FOR THE PROJECT LOCATED AT 14988 LOS ANGELES STREET (FORMERLY ADDRESSED AS 14910 LOS ANGELES STREET), SITE PLAN & DESIGN REVIEW (DA) NO. 01-2020 (APN:8437-020-007) AND GRANTING CLARIFICATION AS TO WHEN THE DEVELOPMENT IMPACT FEES FOR THE PROJECT ARE DUE," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Mayor Pro Tem Burrola, and approved, with all members in favor except for Councilmember Garcia, who opposed.

ITEM NO. 2B
ADJUSTMENT OF
DEVELOPMENT
IMPACT FEES

ADJUSTMENT OF DEVELOPMENT IMPACT FEES

DIRECTOR CARREON

Director Carreon presented the staff report.

OPEN
PUBLIC HEARING

At 8:48 p.m., Mayor Ortiz opened the public hearing.

CLOSE
PUBLIC HEARING

There being no speakers, Mayor Ortiz closed the public hearing at 8:48 p.m.

MAYOR ORTIZ

Responding to a question by Mayor Ortiz, Director Carreon advised that the rate of yearly adjustment would vary. She noted that the inflation factor for building-related fees are based on the building cost index recommended in the study, and that they would be adjusted every year depending on the current cost index.

RESOLUTION NO.
2020-98-3258
ADOPTED

Resolution No. 2020-98-3258, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ADJUSTMENT OF THE CITY'S DEVELOPMENT IMPACT FEES," was passed, approved, and adopted, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved; Councilmember Garcia abstaining.

**CITY MANAGER'S
REPORT**

ASSISTANT CITY MANAGER OLIVARES	Assistant City Manager Olivares provided updates from the Community Service Department, including the Library, Recreation Department, and the Senior Center.
MAYOR ORTIZ	In response to a question by Mayor Ortiz, Assistant City Manager Olivares indicated that seniors would not be allowed to pick up their holiday meals; rather, staff will deliver the meals to the seniors' homes.
COUNCILMEMBER AMBRIZ	Responding to a question by Councilmember Ambriz, Assistant City Manager Olivares advised that Christmas stockings will be made available to all residents that call to request them, until the supply is exhausted.
MAYOR PRO TEM BURROLA	Mayor Pro Tem Burrola asked about traffic control for the Christmas Spectacular, to which Assistant City Manager Olivares reiterated that the event has been modified due to the L.A. County Dept. of Health guidance and that, instead of being a drive-thru event, staff will deliver stockings to anybody that requests them.
CITY MANAGER TAM	City Manager Tam spoke on the December 6 Public Health Safety Order emitted by the Los Angeles County Department of Public Health, which will remain in effect until December 27, and noted that additional information is found on the city's website. He further noted that the County of Los Angeles has launched a new COVID-19 home test collection program, and reminded the public that most City Offices will be closed starting December 21, and will reopen on January 4. He also noted that staff has been automatically renewing Resident ID cards since March 2020.
DENA ZEPEDA	Dena Zepeda requested more stocking giveaways, to which Assistant City Manager Olivares advised that staff has ordered additional stockings in anticipation of the increased number of requests for the stockings. Non-residents may receive stockings depending on availability.

**AGENDA ITEM
REQUESTS BY
COUNCILMEMBERS**

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:07 p.m., in memory of Elizabeth Gomez.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
December 2020

CC ITEM 1B

Payroll Batch DATE OF ISSUE 12/3/20	427-12-20, 428-12-20, 429-12-20, 430-12-20 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	43,649.14
	14 Finance Department	25,527.05
	15 Summer Youth	-
	35 Police Department	191,765.25
	40 Recreation Department	13,347.46
	42 Senior Citizens' Center	9,857.53
	44 Library	9,228.15
	51 Planning & Community Development	18,831.27
	52 Public Works - Engineering	23,575.64
	57 Public Works - Services	50,286.27
	Gross Payroll	387,798.91
	Required Deductions	(101,338.95)
	Voluntary Deductions	(21,102.92)
	Net Payroll	265,357.04
Payroll Batch DATE OF ISSUE 12/13/20	411-12-20 DEPARTMENT	AMOUNT
	35 Police Department	557.30
	Gross Payroll	557.30
	Required Deductions	(59.31)
	Voluntary Deductions	
	Net Payroll	497.99
Payroll Batch DATE OF ISSUE 12/17/20	412-12-20, 413-12-20 DEPARTMENT	AMOUNT
	11 City Council	7,059.24
	13 City Administrative Office	42,481.69
	14 Finance Department	20,568.00
	15 Summer Youth	-
	35 Police Department	171,695.03
	40 Recreation Department	14,888.76
	42 Senior Citizens' Center	10,583.81
	44 Library	8,860.77
	51 Planning & Community Development	18,862.52
	52 Public Works - Engineering	26,981.81
	57 Public Works - Services	46,229.27
	Gross Payroll	368,210.90
	Required Deductions	(98,740.79)
	Voluntary Deductions	(22,316.51)
	Net Payroll	247,153.60
Payroll Batch DATE OF ISSUE 12/31/20	426-12-20, 431-12-20 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	44,579.28
	14 Finance Department	19,617.22
	15 Summer Youth	-
	35 Police Department	173,932.01
	40 Recreation Department	12,470.63
	42 Senior Citizens' Center	8,679.43
	44 Library	7,726.84
	51 Planning & Community Development	18,356.17
	52 Public Works - Engineering	25,669.92
	57 Public Works - Services	45,078.36
	Gross Payroll	357,841.01
	Required Deductions	(89,520.61)
	Voluntary Deductions	(34,584.30)
	Net Payroll	233,736.10

Electronic Payments

December 2020

December 1 - 31, 2020



Reference Number	Vendor Name	Date	Amount
ACH	CalPERS-Medical	12/3/2020	233,245.20
ACH	CalPERS	12/8/2020	60.72
ACH	CalPERS	12/10/2020	78,330.59
ACH	CalPERS	12/21/2010	587.21
ACH	CalPERS	12/23/2020	77,089.50
ACH	EDD	12/9/2020	17,280.58
ACH	Federal Tax	12/9/2020	51,440.71
ACH	EDD	12/18/2020	5.57
ACH	Federal Tax	12/18/2020	20.02
ACH	EDD	12/23/2020	16,364.45
ACH	Federal Tax	12/23/2020	48,687.91
ACH	Nationwide-457 Plan & Trust	12/3/2020	13,243.53
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	12/3/2020	2,882.00
ACH	Nationwide-457 Plan & Trust	12/17/2020	14,446.62
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	12/17/2020	2,882.00
ACH	Nationwide-457 Plan & Trust	12/31/2020	12,967.65
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	12/31/2020	2,882.00
ACH	PARS-Public Agency Retirement Services	12/2/2020	5,120.00
ACH	ICMA	12/3/2020	4,950.39
ACH	PARS-FT	12/3/2020	17,401.95
ACH	PARS-PT	12/3/2020	783.80
ACH	ICMA	12/17/2020	4,960.89
ACH	PARS-FT	12/17/2020	22,033.75
ACH	PARS-PT	12/17/2020	913.78
ACH	ICMA	12/31/2020	4,950.39
ACH	PARS-FT	12/31/2020	21,910.01
ACH	PARS-PT	12/31/2020	593.32
560	CJPIA Liability & WC Pymt 2 of 2 (#560)	12/1/2020	553,608.00
Report Total:			1,209,642.54

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 1/6/2021 1:49 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
72973	ALLK01	All Kinds of BBQ	12/09/2020	1,198.97
72974	LosAngel	LA County Tax Collector	12/09/2020	9,393.06
72975	AMERIFID	American Fidelity Assurance	12/10/2020	5,301.08
72976	AMERIC34	American Fidelity Assurance Co	12/10/2020	2,293.68
72977	AT&T06	AT & T	12/10/2020	1,668.61
72978	BALLI01	Shayna Balli	12/10/2020	437.82
72979	BANKOF03	Bank of The West	12/10/2020	11,517.04
72980	BLX01	BLX Group LLC	12/10/2020	1,200.00
72981	CHARTE01	Charter Communications	12/10/2020	273.01
72982	COSTCO02	Costco Wholesale	12/10/2020	472.68
72983	PMIDEN	Delta Dental Insurance Company	12/10/2020	991.77
72984	PMIDEN01	Delta Dental of California	12/10/2020	12,414.99
72985	FRAIJO02	John Fraijo	12/10/2020	47.34
72986	FRONT01	Frontier Communications	12/10/2020	273.07
72987	SOUTHE17	Golden State Water Company	12/10/2020	2,441.08
72988	GOMEZS	Suzanne Gomez	12/10/2020	4.50
72989	HOLMAN01	Holman Family Counseling, Inc.	12/10/2020	1,137.81
72990	HOMEDE	Home Depot Credit Services	12/10/2020	5,506.09
72991	IRWIND14	Irwindale Industrial Clinic	12/10/2020	115.00
72992	LOPEZJ01	Jade Lopez	12/10/2020	135.54
72993	NATION23	National Union Fire Insurance	12/10/2020	600.69
72994	OBRE01	Sonia Obregon	12/10/2020	4.00
72995	OPTUM01	OptumRx, Inc.	12/10/2020	38,031.42
72996	ORTIZT	Teresa Ortiz	12/10/2020	6.00
72997	PETTYC05	City of Irwindale Petty Cash	12/10/2020	473.79
72998	SCPMA-HR	SCPMA-HR	12/10/2020	100.00
72999	SMART&	Smart & Final	12/10/2020	888.17
73000	SCE02	Southern California Edison	12/10/2020	17,975.76
73001	STANDA01	Standard Insurance Co. RV	12/10/2020	405.35
73002	STANDA03	Standard Insurance Company	12/10/2020	1,997.71
73003	VALLEY01	Valley County Water District	12/10/2020	180.23
73004	verizonw	Verizon Wireless	12/10/2020	2,447.39
73005	VISION01	Vision Service Plan - (CA)	12/10/2020	4,207.16
73006	VISION01	Vision Service Plan - (CA)	12/10/2020	2,393.04
73007	WALLI01	Tarie Wallin	12/10/2020	6.00
73008	ALESHIRE	Aleshire & Wynder, LLP	12/14/2020	51,419.35
73009	BALDWI02	City of Baldwin Park	12/16/2020	511,506.85

Report Total (37 checks):

689,466.05

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 1/6/2021 1:50 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
73011	ALESHIRE	Aleshire & Wynder, LLP	12/17/2020	73,359.80
73012	AMAZON	Amazon	12/17/2020	923.07
73013	AT&T06	AT & T	12/17/2020	1,543.24
73014	CALIFO02	California American Water	12/17/2020	1,478.48
73015	CHARTE01	Charter Communications	12/17/2020	172.24
73016	COSTCO02	Costco Wholesale	12/17/2020	391.71
73017	FRONT01	Frontier Communications	12/17/2020	364.65
73018	LEGAL03	Legal Shield	12/17/2020	71.80
73019	MCIWOR	MCI Comm Service	12/17/2020	37.06
73020	PETTYC05	City of Irwindale Petty Cash	12/17/2020	544.15
73021	PURCHA	Purchase Power	12/17/2020	3,030.00
73022	SCE02	Southern California Edison	12/17/2020	1,955.06
73023	TPX 01	TPX Communications	12/17/2020	2,249.27
73024	verizonw	Verizon Wireless	12/17/2020	661.55
73025	CALIFO56	California State Disbursement Unit	12/17/2020	604.15
73026	CITY01	City of Hope	12/17/2020	54.00
73027	IMEA	Irwindale Mgmt Employee Assoc.	12/17/2020	400.00
73028	IRWIND02	Irwindale Police Officers Assoc.	12/17/2020	3,288.10
73029	LOSANG31	Los Angeles County Sheriff's Dept.	12/17/2020	27.60
73030	CASTIL06	John Castillo	12/17/2020	387.00
73031	STRASSE	Strasse Sport Autobody and Collision	12/17/2020	4,900.21
73032	ACEC01	ACEC California	12/23/2020	239.23
73033	ADVANT	Advantage Ford	12/23/2020	279.73
73034	ALCO01	Alcoa Traffic Control	12/23/2020	1,245.25
73035	ALESHIRE	Aleshire & Wynder, LLP	12/23/2020	33,482.00
73036	ALLISO01	Allison Mechanical, Inc	12/23/2020	2,560.62
73037	BAKER01	Baker & Taylor Books	12/23/2020	324.92
73038	BALLOO	Balloons 'N' More	12/23/2020	15.00
73039	BARNEY	Barney's Locksmith Service	12/23/2020	63.11
73040	BATE01	Bateman Community Living, LLC	12/23/2020	3,984.75
73041	BILLST	Bill's Truck Repair, Inc.	12/23/2020	149.00
73042	BLACKA	Black & White Emergency Vehicles	12/23/2020	240.00
73043	BMI01	BMI	12/23/2020	364.00
73044	BRITEW	BriteWorks, Inc.	12/23/2020	13,539.95
73045	BURRO01	Burro Canyon Ent. Inc.	12/23/2020	140.00
73046	CALIFO25	California Library Association	12/23/2020	165.00
73048	CASC01	CASC Engineering & Consulting	12/23/2020	10,622.50
73049	CASTA02	Esteban Castaneda	12/23/2020	225.00
73050	CEM01	CEM Construction Corporation	12/23/2020	62,501.43
73051	CENTRO01	Centro Print Solutions	12/23/2020	239.93
73052	CINTAS	Cintas Corporation #693	12/23/2020	242.92
73053	LOSANG33	County of Los Angeles	12/23/2020	88,904.07
73054	DAVIDE	David Evans & Associates Inc	12/23/2020	1,144.60
73055	DESIGN04	Design Concepts Consulting, Inc.	12/23/2020	340.00
73056	DOWNU01	Down Under, Inc.	12/23/2020	1,020.00
73057	ELITEE	Elite Elevator, Inc.	12/23/2020	350.00
73058	FS01	F.S. Contractors, Inc.	12/23/2020	11,400.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73059	FCG01	FCG Consultants Inc.	12/23/2020	27,051.52
73060	FEDEX	FedEx	12/23/2020	7.12
73061	FILLG01	Fill Good Landscaping	12/23/2020	750.00
73062	GEIGER01	Geiger Bros	12/23/2020	1,098.08
73063	GENE01	Genesis Builders, Inc.	12/23/2020	1,393.00
73064	GEOLOG	Geologic Associates	12/23/2020	17,018.50
73065	HDSUP01	HD Supply Construction Supply, LTD	12/23/2020	242.44
73066	HDL01	Hdl Software, LLC	12/23/2020	33.26
73067	HINDER	Hinderliter, De Llamas & Assoc	12/23/2020	10,092.83
73068	IIMC02	International Institute of	12/23/2020	115.00
73069	INTER01	Interwest Consulting Group	12/23/2020	8,491.25
73070	INTOXI	Intoximeters, Inc.	12/23/2020	1,744.83
73071	IRWIND23	Irwindale Business Center	12/23/2020	414.38
73072	IRWIND21	Irwindale Hand Wash & Auto Detail	12/23/2020	993.49
73073	ITERIS	Iteris, Inc.	12/23/2020	12,054.80
73074	JCSPLU	JC's Plumbing & Backflow Svc	12/23/2020	392.00
73075	JOEAGO	Joe A. Gonsalves & Son	12/23/2020	2,375.00
73076	JUSTIRE	Just Tires	12/23/2020	501.54
73077	LANDSC	Landscape Warehouse III	12/23/2020	997.14
73078	LEWISE	Lewis Engraving, Inc.	12/23/2020	33.08
73079	LEXISN	LexisNexis Risk Solutions	12/23/2020	151.50
73080	CALIBE01	Lawrence E. Marino	12/23/2020	2,082.27
73081	MARIPO	Mariposa Landscapes, Inc.	12/23/2020	8,796.00
73082	MOUNTA02	Mountain Motorsports	12/23/2020	235.17
73083	MYERS03	Myers Power Products, Inc.	12/23/2020	3,468.00
73084	NORMWI	Norm Wilson & Sons, Inc	12/23/2020	5,370.50
73085	OFFICE03	Office Depot	12/23/2020	798.24
73086	PHASEII	PARS	12/23/2020	5,000.00
73087	POINT01	Point Emblems	12/23/2020	3,610.56
73088	PROPRINT	Pro Printing, Inc.	12/23/2020	2,629.26
73089	PACIFI13	Rene David LTD	12/23/2020	218.59
73090	RICOH01	Ricoh USA, Inc	12/23/2020	1,029.15
73091	RICOH02	Ricoh USA, Inc	12/23/2020	1,673.13
73092	ROSENO	Rosenow Spevacek Group Inc	12/23/2020	5,548.75
73093	SCFUELS	SC Fuels	12/23/2020	3,299.48
73094	SIRCHI	Sirchie Finger Print Lab. Inc	12/23/2020	32.30
73095	SOCAL03	SoCal SealCoat Solutions, LLC	12/23/2020	30.38
73096	SANGAB11	Southern California News Group	12/23/2020	1,380.00
73097	STERIC01	Stericycle, Inc.	12/23/2020	83.70
73098	STET01	Stetson Engineers Inc.	12/23/2020	280.00
73099	SUNBEL02	Sunbelt Rentals	12/23/2020	548.81
73100	SWRCB	SWRCB Fees	12/23/2020	8,842.00
73101	SWT01	SWT Engineering, Inc.	12/23/2020	2,943.15
73102	NORTH	The Northridge Group, Inc.	12/23/2020	10,318.94
73103	UNITED11	United Site Services of CA Inc	12/23/2020	539.99
73104	WALT01	Walters Wholesale Electric Co.	12/23/2020	582.85
73105	WILLDAN	Willdan Financial Services	12/23/2020	2,520.00
73106	WIN02	Win Structural Consulting Group	12/23/2020	10,959.00
73107	CARQUEST	Carquest	12/23/2020	24.65
73108	AMERIC34	American Fidelity Assurance Co	12/23/2020	2,293.68
73109	CALIFO02	California American Water	12/23/2020	11.78
73110	PMIDEN	Delta Dental Insurance Company	12/23/2020	448.62
73111	PMIDEN01	Delta Dental of California	12/23/2020	6,351.50
73112	OLIVAR01	Theresa Olivares	12/23/2020	1,053.00
73113	OPTUM01	OptumRx, Inc.	12/23/2020	42,612.04
73114	SCE02	Southern California Edison	12/23/2020	323.79
73115	TEXAS01	Texas Life Insurance Co.	12/23/2020	1,963.45

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73116	VISION01	Vision Service Plan - (CA)	12/23/2020	4,252.89
73117	AT&T02	AT & T	12/30/2020	32.14
73118	FRONT01	Frontier Communications	12/30/2020	232.17
73119	METRO01	Metro Gold Line Foothill Ext. Construction	12/30/2020	3,000.00
73120	SCE02	Southern California Edison	12/30/2020	69.93
Report Total (109 checks):				561,666.77

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 1/6/2021 1:50 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
73122	ALLISO01	Allison Mechanical, Inc	01/13/2021	1,871.65
73123	BAKER01	Baker & Taylor Books	01/13/2021	17.27
73124	BRITEW	BriteWorks, Inc.	01/13/2021	1,300.00
73125	CASTA02	Esteban Castaneda	01/13/2021	225.00
73126	CINTAS	Cintas Corporation #693	01/13/2021	364.38
73127	DEPTOF02	County of LA Dept of Animal Care & Cont	01/13/2021	681.72
73128	LOSANG33	County of Los Angeles	01/13/2021	8,500.16
73129	DESIGN04	Design Concepts Consulting, Inc.	01/13/2021	10,370.00
73130	EMERGE04	Emergency Response	01/13/2021	650.00
73131	ENVI01	Envisionware, Inc.	01/13/2021	1,294.61
73132	FCG01	FCG Consultants Inc.	01/13/2021	41,195.46
73133	FEDEX	FedEx	01/13/2021	86.69
73134	IDRENV	IDR Environmental Services	01/13/2021	4,333.00
73135	JUSTIRE	Just Tires	01/13/2021	80.54
73136	COORYE	Samir M. Khoury	01/13/2021	13,174.75
73137	KLEI001	Kleinfelder, Inc.	01/13/2021	251.50
73138	LEXISN	LexisNexis Risk Solutions	01/13/2021	151.50
73139	MONROV07	Monrovia Chrysler Dodge Jeep Ram	01/13/2021	2,302.23
73140	MOTOR01	Motorola Solutions, Inc.	01/13/2021	69,471.44
73141	OFFICE03	Office Depot	01/13/2021	228.76
73142	ORKINP	Orkin Pest Control	01/13/2021	379.05
73143	PROPRINT	Pro Printing, Inc.	01/13/2021	251.37
73144	RIGHT01	Right of Way, Inc.	01/13/2021	82.13
73145	SUNBEL02	Sunbelt Rentals	01/13/2021	784.51
73146	WALT01	Walters Wholesale Electric Co.	01/13/2021	66.85

Report Total (25 checks):

158,114.57

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

City of
IRWINDALE
AGENDA REPORT

CC ITEM 1C

Date: January 13, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Second Reading of Ordinance No 754 Pertaining to Amendment of the Reclamation Fund Cap and Annual Transfers

City Manager's Recommendation:

It is recommended that the City Council direct the City Attorney to read by title only, waive further reading of, and adopt on second reading Ordinance No. 754 entitled: **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE AMENDMENT OF SECTION 17.60.150 OF CHAPTER 17.60 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE RECLAMATION FUND CAP AND THE REQUIRED ANNUAL CONTRIBUTIONS"**.

Administrative Action:

Submitted by:

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

Prepared by:

Eva Carreon, Finance Director/City Treasurer

Reviewed by:

Adrian Guerra, City Attorney

Eva Carreon, Finance Director/City Treasurer

Approved by:

William K. Tam, City Manager

Electronically Approved

Background and Analysis:

- 1) The Reclamation Fund Cap was originally set at \$18,500,000, as outlined in Ordinance No. 584 and Irwindale Municipal Code section 17.60.150, for the active quarries at that time. In addition, the City Council approved the addition of \$2,400,000 to the Reclamation Fund in 2016 when the Olive Pit License Agreement was approved, for a total of \$20,900,000.

Since the establishment of the Reclamation Fund in 2004, the reclamation of three quarries have either been completed or are near completion, thereby reducing the Reclamation Fund Cap required by \$7,500,000.

- 2) Ordinance No. 584 specifies that the City/Authority has sole control of the use, investment and management of the Reclamation Fund, and it is recommended that the Irwindale City Council authorize the required Reclamation Fund Cap for the remaining active quarries, and adjust its annual contributions accordingly, based on the amended Reclamation Fund Cap needed of \$13,400,000.

These changes are reflected in the attached Ordinance No. 754 by amendment of Irwindale Municipal Code section 17.60.150 which sets forth the required City contributions to the Reclamation Fund as well as original allocations of the funds for each quarry. It is now appropriate to amend section 17.60.150 to reduce the City's yearly contributions from \$338,572 to \$60,000 per year, set forth the new Reclamation Fund Cap at \$13,400,000 as well as delete certain allocation provisions relating to each quarry at the original \$18,500,000 cap. The added language also streamlines the allocation process by allowing for the Director of Finance to compute and monitor the allocation pursuant to subsection 17.60.150(C) of the Code.

- 3) At its meeting of December 9, 2020, the City Council introduced and approved Ordinance No. 754 for first reading by title only. The second reading is to adopt Ordinance No. 754.

Fiscal Impact:

Adoption of Ordinance No. 754 approves the amendment of the Reclamation Fund Cap to \$13,400,000 over the next 20 years, with an annual transfer of \$60,000 from the Mining Impact Fund. The FY 2020-2021 Mining Impact Fund budget includes an estimated budget of \$105,000 for this annual transfer, and would therefore result in a savings of \$45,000 in the Mining Impact Fund for FY 2020-2021.

Attachment:

Ordinance No. 754 – "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE AMENDMENT OF SECTION 17.60.150 OF CHAPTER 17.60 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE RECLAMATION FUND CAP AND THE REQUIRED ANNUAL CONTRIBUTIONS"

ORDINANCE NO. 754

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE AMENDMENT OF SECTION 17.60.150 OF CHAPTER 17.60 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE RECLAMATION FUND CAP AND THE REQUIRED ANNUAL CONTRIBUTIONS

A. RECITALS

WHEREAS, the Reclamation Fund was established in 2004 to create a financial assurance fund for the reclamation of mined quarries owned by the City's three major mining operators: United Rock Products Corporation, Hanson Aggregates, and Vulcan Materials Company; and

WHEREAS, the Reclamation Fund Cap required was originally set by Irwindale Municipal Code section 17.60.150 at \$18,500,000, as outlined in detail in Ordinance No. 584, for the active quarries at that time. Another \$2,400,000 was approved when the Olive Pit License Agreement was executed, for a total of \$20,900,000; and

WHEREAS, since the establishment of the Reclamation Fund in 2004, the reclamation of three quarries have either been completed or are near completion, thereby reducing the Reclamation Fund Cap required by \$7,500,000; and

WHEREAS, the Reclamation Fund Cap may now be reduced to a Reclamation Fund Cap of \$13,400,000; and

WHEREAS, the current Reclamation Fund balance is \$9,905,484.87 as of June 30, 2020. This fund balance has been accrued since 2004 with annual transfers from the Mining Impact Fund and interest earnings; and

WHEREAS, the current operating mining quarries have an estimated active life of at least 20 years, thereby providing a revised timeframe for the growth of the amended Reclamation Fund Cap required of \$13,400,000; and

WHEREAS, if interest earnings come in higher than projected, resulting in the Reclamation Fund Cap being reached earlier than the 20 years, the Cap will be maintained at the \$13,400,000 mark, and per Section 17.60.150(A) of the Irwindale Municipal Code any amounts exceeding the Cap will be placed in the General Fund.

B. ORDINANCE

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

Section 1. The City Council of the City of Irwindale finds the above recitals are true and correct and are incorporated herein by this reference.

Section 2. Section 17.60.150 of Chapter 17.60 of Title 17 of the Irwindale Municipal Code is amended and shall now read as follows (deleted text, if any, is shown in ~~strikethrough~~; new text, if any, is shown in ***bold & italics***):

- "A. There is authorized a reclamation fund derived from existing revenue collected under the special mining tax ***in the Mining Impact Fund*** pursuant to Chapter 3.18 of this code. The reclamation fund will be a separate account established for the purposes authorized in this chapter, administered by the director of finance as a special fund of the city and invested in the manner authorized by the city council. The city will make a ~~one-time nine hundred eighty-five thousand seven hundred fifteen dollar initial deposit into the reclamation fund and thereafter three hundred twenty-eight thousand five hundred seventy-two~~ ***sixty thousand*** dollar deposit per year ***from the Mining Impact Fund*** until such time as the aggregate amount of the reclamation fund, including interest and amounts deposited, equals an amount determined to be the reclamation cap (the "reclamation cap"), as defined in this section. Thereafter, the city shall not make future deposits in the reclamation fund. Interest on any monies in the reclamation fund shall accrue to the benefit of the reclamation fund and will be utilized towards reducing required contributions by the city (since interest earnings reduce the required contributions to reach the reclamation fund cap). The city may withdraw and place in its general fund any amounts exceeding the reclamation fund cap.
- B. The reclamation fund is envisioned to be utilized to assist in the reclamation of the mined quarries of the city's principal operators, currently owned by United Rock Products Corporation ("United"), Hanson Aggregates West, Inc. ("Hanson"), and CalMat Co. doing business as Vulcan Materials Company — Western Division ("Vulcan"). To participate, such operators must enter into an operating rights transfer agreement as provided in subsection 17.60.160(B) of this chapter. ***The reclamation fund cap shall be a total of thirteen million four hundred thousand dollars.*** The reclamation fund cap shall be determined based on which operators participate, and shall be ***allocated according to subsection 17.60.150(C) of this chapter.*** ~~as follows (or the cumulative amount of the following where more than one operator enters into the operating rights transfer agreement):~~
- ~~1. United: Eight million dollars;~~
 - ~~2. Hanson: Three million five hundred thousand dollars;~~
 - ~~3. Vulcan: Seven million dollars.~~
- C. The reclamation fund shall be allocated for use in supplementing reclamation of the participating quarries as authorized under this chapter in a manner that is proportional to the financial assurances posted with the city by each participating quarry (i.e., if only one operator participates, the allocation is one

hundred percent; if two, for example United and Hanson, then the allocation is approximately 70/30 [$8/11.5 = .70$). Such allocation shall be computed and monitored by the director of finance.

- D. Nothing in this chapter shall prevent the city from utilizing the authority under Public Resources Code Section 2773.1 or SMARA Regulations Sections 3806.1 and 3806.2 to establish financial assurances to establish appropriate financial assurances for operations or mining sites owned or operated by the city or its related agencies. Such financial assurances may be established by city in its sole discretion and separate from the requirements or procedures under this Section 17.60.150 or Section 17.60.160."

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

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

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 13th day of January, 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 Ordinance No. 754 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on December 9, 2020, and adopted on second reading at a regular meeting of the City Council of the City of Irwindale held on January 13, 2021, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, CMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 754 adopted by the City Council of the City of Irwindale at its regular meeting held January 13, 2021, to be posted at the City Hall, Library, and Post Office on January , 2021.

Laura M. Nieto, CMC
Chief Deputy City Clerk

Dated: _____

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

City of
IRWINDALE
AGENDA REPORT

CC ITEM 1D

Date: January 13, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: ACCEPTANCE AND APPROPRIATION OF HIGH-SPEED BROADBAND
IN CALIFORNIA LIBRARIES GRANT – YEAR 6 IN THE AMOUNT OF
\$8,979.77 FOR NETWORK FIREWALL AND WIRELESS ACCESS POINT
EQUIPMENT

City Manager's Recommendation:

It is recommended that the City Council:

1) ADOPT RESOLUTION NO. 2021-03-3265 ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE HIGH-SPEED BROADBAND IN CALIFORNIA LIBRARIES GRANT – YEAR 6 IN THE AMOUNT OF \$8,979.77 FOR NETWORK FIREWALL AND WIRELESS ACCESS POINT EQUIPMENT"

Administrative Action:

Submitted by:

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



Prepared by:

Shayna Balli, City Librarian



Reviewed by:

Adrian Guerra, City Attorney

Electronically Approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William K. Tam, City Manager



Background and Analysis:

In an effort to provide better and faster wireless coverage for its patrons, the Irwindale Public Library applied for the High-Speed Broadband in California Libraries Grant - Year 6. The California State Library approved the Library's grant request for technology and hardware funding in the amount of \$8,979.77. The grant's funds will be utilized to purchase and upgrade the Library's access points and purchase a new firewall to support the new access points.

The grant funds are administered by Califa on behalf of the California State Library and are effective immediately for the period beginning July 2019 and ending June 2021.

Staff recommends the adoption of Resolution No. 2021-03-3265 authorizing the acceptance and appropriation by the City Manager of High-Speed Broadband in California Libraries Grant - Year 6, in the amount of \$8,979.77 to upgrade the Library's access points and purchase a new firewall to support the new access points.

Fiscal Impact:

There is no impact to the General Fund. This is a grant for the entire actual cost of the proposed project. Adoption of Resolution No. 2021-03-3265 will approve the acceptance of the grant funds, as well as authorize the appropriation of this grant in the City's State Grants Fund (Fund 35). The appropriation of the grant revenue and expenditure amount of \$8,979.77 will be recorded in accounts 35-00-000-33120-0000 and 35-44-440-42205-0000 respectively.

Attachment(s):

Resolution No. 2021-03-3265

RESOLUTION 2021-03-3265

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE HIGH-
SPEED BROADBAND IN CALIFORNIA LIBRARIES GRANT – YEAR 6 IN
THE AMOUNT OF \$8,979.77 FOR NETWORK FIREWALL AND WIRELESS
ACCESS POINT EQUIPMENT**

WHEREAS, the Irwindale Public Library ("Library") wishes to provide better and faster wireless coverage for its patrons by seeking grant funds to purchase and upgrade the Library's access points and purchase a new firewall to support the new access points; and

WHEREAS, the Library staff applied for the High-Speed Broadband in California Libraries Grant – Year 6, administered by the Califa on behalf of the California State Library; and

WHEREAS, the California State Library approved the Library's grant request for technology and hardware funding in the amount of \$8,979.77 for new equipment; and

WHEREAS, the grant funds are effective immediately for the period beginning July 2019 and ending June 2021; and

WHEREAS, the City Council desires to accept and appropriate the grant funds for \$8,979.77 for the Library's network firewall and wireless access points equipment.

**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 hereincorrect.

SECTION 2. The City Council hereby determines that the City Manager is authorized and agrees to accept the High-Speed Broadband in California Libraries Grant – Year 6 to purchase and upgrade the Library's technology and hardware.

SECTION 3. The City Council hereby determines that these grant funds shall be appropriated in the proper State Grant Fund (Fund 35) revenue and expenditure accounts to cover the Library's equipment costs.

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 the Chief Deputy City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 13th day of January 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. 2020-03-3265 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of January, 2021, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

CC ITEM 1E

Date: January 13, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Declaration of Surplus Equipment

City Manager's Recommendation:

Receive and file.

Administrative Action:

Submitted by:

Eva Carreon, Finance Director/City Treasurer

Prepared by:

Jeanette Duran, Finance Manager

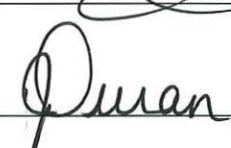
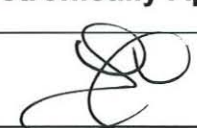
Reviewed by:

Adrian R. Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer

Approved by:

William Tam, City Manager



Electronically Approved



Background and Analysis:

The equipment items described in the attached list are computer hardware and electronic devices that have exceeded their useful life and are merely occupying storage space with no potential marketable value. These items have become obsolete, worn out, broken, or

unsuitable for City use. As such, the Purchasing Manager has declared the equipment to be surplus property per the attached declaration.

Section 3.44.150 of the Irwindale Municipal Code outlines the following procedure to dispose of surplus equipment:

1. All departments must submit to the purchasing manager reports showing all equipment no longer used or which have become obsolete or worn out.
2. The purchasing manager makes a declaration of the surplus equipment.
3. The item must be offered for sale on a competitive bid basis after proper notice to the public.
4. After a reasonable effort has been made to obtain competitive bids and no offers are received for any item, the purchasing manager is authorized to dispose of such item for the highest scrap value that can be obtained.
5. If a reasonable effort to do so procures no opportunity to sell the same for scrap, the purchasing manager may cause its destruction or any other disposition.

The most efficient and cost-effective method of securing competitive bids, given the value of the equipment, is through a public auction service. Through this method the City may likely receive the highest bid and the equipment may be sold in a single, efficient manner. However, since the computer and electronic equipment items listed have no real resale value, they are more appropriately considered electronic waste (e-waste). Therefore, the purchasing manager, per the authority in Section 3.44.150 of the Irwindale Municipal Code, has determined that the most feasible way to dispose of this e-waste is through an electronic waste recycler. This item is before the City Council in the spirit of transparency, and no action is required by the City Council.

Fiscal Impact:

The computer and electronic items on the attached list have no significant resale value. Any potential residual funds from disposing the items as e-waste through a recycler are anticipated to be nominal, if any, and would be credited to the General Fund.

Attachment:

Computer & Electronic Equipment Declared as Surplus Property

Computer & Electronic Equipment Declared as Surplus Property - 1/13/2021

MAKE	MODEL	SERIAL	ASSET TAG	DESCRIPTION	QUANTITY
ETHERNET CABLES	N/A	N/A	N/A	3 BOXES OF ETHERNET CABLES	3
POWER SUPPLY CABLES	N/A	N/A	N/A	2 BOXES OF POWER SUPPLY CABLES	2
AVAYA AND LUNCENT	N/A	N/A	N/A	OLD TELEPHONE SYSTEM. 1 BOX OF OLD TELEPHONES	30 Telephones
SEAGATE	500 GB OR 1 TB	N/A	N/A	BOX OF SATA HARD DRIVES. 1 IS 1TB AND REST IS 500 GB	21 Hard Drives
CISCO	1548 MICRO SWITCH 10/100	CNM4VU0ARA	N/A	CISCO SWITCH	1
VIASAT	LINKSTAR	Q292690	N/A	MODEM	1
SIERRA WIRELESS	AIRLINK MP890	N7NMC8790	N/A	MODEM	1
SIERRA WIRELESS	MP 775 GPS MODEM	N7NAC775	N/A	GPS MODEMS	2
CIRCUIT BOARDS		N/A	N/A	A VARIETY OF CIRCUIT BOARDS FOR SWITCHES?	5
MOTOROLA	NEXTEL 860	N/A	N/A	FLIP PHONE WITH CHARGER	1
SIIG	1X8 HDMI SPLITTER	N/A	N/A	A BOX OF HDMI SPLITTER CABLES, MOUNTS, AND DOCKS	1
MIRCOSOFF	SCULPT COMFORT KEYBOARD	0509800308539	N/A	CHIEF'S KEYBOARD	1
MISC. CABLES	N/A	N/A	N/A	BOX OF POWER OUTLETS, VGA CABLES, MISC CABLES	1
METALS	N/A	N/A	N/A	BOX OF VARIOUS METALS: PLATING, HOLDERS, ETC	1
CABLING BOX	N/A	N/A	N/A	BOX OF CABLING BOXES	5 CABLING
LUCENT	PAGEPAL	N/A	N/A	TELEPHONE AUDIO SYSTEM?	1
TELEPHONES	N/A	N/A	N/A	REALLY OLD TELEPHONES	7 TELEPHONES
LUCENT	RECORDER INTERFACE MODULE	N/A	N/A	RECORDING DEVICE FOR TELEPHONES	1
APC	BACK-UPS PRO 1500	4B1142P16323	N/A	BATTERY BACKUP	1
SERVER BATTERIES	N/A	N/A	N/A	LONG SERVER BATTERY	2
EXIDE	POWERSALE	N/A	N/A	SEALED LEAD ACID BATTERY	2
APC	CS3 BATTERY	N/A	N/A	SEALED LEAD ACID BATTERY	2
APC	BACK-UPS XS 1500	JB0426020858	N/A	BACKUP BATTERY SYSTEM	1
APC	BACK-UPS XS 1500	JB0638025406	N/A	BACKUP BATTERY SYSTEM	1
HP	Z420 WORKSTATION	2UA4111YBT	N/A	OLD COMPUTER WORKSTATION	1
LENOVO	26U	LX0691L	N/A	OLD COMPUTER	1
BROTHER	SUPER G3/INTELLIFAX 4100E	U61639D91928191	N/A	OLD FAX MACHINE	1
KEYBOARDS	N/A	N/A	N/A	BOX OF KEYBOARDS	5 KEYBOARDS
TELEPHONES	N/A	N/A	N/A	BOX OF OLD TELEPHONE SYSTEM	1
EARPIECES	N/A	N/A	N/A	BOX OF EARPIECES OR HEADPHONES	1
HP	PROCURVE SWITCH 2848	SG8235K39Z	N/A	SWITCH	1
HP	PROCURVE SWITCH 2848	SG704SKOAT	N/A	SWITCH	1
HP	PROCURVE SWITCH 2848	SG616SK094	N/A	SWITCH	1
HP	PROCURVE SWITCH 2848	SG8235K3A0	N/A	SWITCH	1
HP	PROCURVE SWITCH 2848	SG8235K39S	N/A	SWITCH	1
HP	PROCURVE SWITCH 2848	SG8235K39P	N/A	SWITCH	1
HP	PROCURVE SWITCH 2848	SG8235K39N	N/A	SWITCH	1
HP	PROLIANT DL360 G7	USE153PR8V	N/A	SERVER COMPUTER	1
HP	PROLIANT DL360 G7	USE153PR8X	N/A	SERVER COMPUTER	1
HP	PROLIANT DL360 G7	USE153PR8Y	N/A	SERVER COMPUTER	1
PANASONIC	TBLX0036	N/A	N/A	PLASMA TV	1
CABLING	N/A	N/A	N/A	BOX OF CABLING	2
MISC DEVICES	N/A	N/A	N/A	BOX OF MISC DEVICES	1
COMPUTER MONITOR	N/A	N/A	N/A	OLD COMPUTER MONITOR	1
LUCENT	INTUITY	N/A	N/A	OLD SERVER COMPUTER	1
MITEL	SX-200 SYSTEM	N/A	N/A	SWITCHBOARD/OLD TELEPHONE SYSTEM	1
TELEPHONES	N/A	N/A	N/A	BOX OF OLD TELEPHONE SYSTEM	15 TELEPHONES
TELEPHONES	N/A	N/A	N/A	BOX OF OLD TELEPHONE SYSTEM	16 TELEPHONES
PHONE BASE	N/A	N/A	N/A	BOX OF PHONE BASE	12 BASE
PHONE BASE	N/A	N/A	N/A	BOX OF PHONE BASE	12 BASE
PHONE BASE	N/A	N/A	N/A	BOX OF PHONE BASE	12 BASE
LUCENT	MLX-100P	N/A	N/A	BOX OF OLD TELEPHONES	24 TELEPHONES
HP	SP5-CHASIS 1/8 AUTO G2	MXA84210KOD	N/A	SERVER	1
ALTEC LANSING	SPEAKER	23180 ALUS0074205	N/A	SPEAKER	1
BARRACUDA NETWORK	SPAM &VIRUS FIREWALL 300	BAR-SF-619823	N/A	SERVER FIREWALL	1
CISCO	CISCO TELEPHONE	N/A	N/A	BOX OF CISCO TELEPHONES	4 TELEPHONES
MEDALLION	HDTV	554980	N/A	HUGE OLD TV	1
LUCENT	MODEL 511A CONTROL UNIT	108059304	N/A	SERVER RACK?	1
LUCENT	408 GS/LS-MLX	98DR04705852	N/A	4 GS OR LS OUTSIDE LINES / 8 MLX (DIGITAL) TELEPHONES	1
LUCENT	016 WITH RING GEN	98DR06711203	N/A	16 BASIC TELEPHONE SETS	1
LUCENT	016 WITH RING GEN	98DR05713974	N/A	16 BASIC TELEPHONE SETS	1
LUCENT	PROCESSOR	98DR05712928	N/A	EQUIPPED WITH CKE4	1
LUCENT	016 WITH RING GEN	98DR06710563	N/A	16 BASIC TELEPHONE SETS	1
LUCENT	800 GS/LS	98DR06701978	N/A	8 GS OR LS OUTSIDE LINES	1
LUCENT	408 GS/LS-MLX	98DR05715850	N/A	4 GS OR LS OUTSIDE LINES / 8 MLX (DIGITAL) TELEPHONES	1
LUCENT	408 GS/LS-MLX	98DR05715802	N/A	4 GS OR LS OUTSIDE LINES / 8 MLX (DIGITAL) TELEPHONES	1
LUCENT	408 GS/LS-MLX	98DR05715804	N/A	4 GS OR LS OUTSIDE LINES / 8 MLX (DIGITAL) TELEPHONES	1
LUCENT	408 GS/LS-MLX	98DR04706036	N/A	4 GS OR LS OUTSIDE LINES / 8 MLX (DIGITAL) TELEPHONES	1
LUCENT	408 GS/LS-MLX	98DR04706045	N/A	4 GS OR LS OUTSIDE LINES / 8 MLX (DIGITAL) TELEPHONES	1
LUCENT	408 GS/LS-MLX	98DR04705828	N/A	4 GS OR LS OUTSIDE LINES / 8 MLX (DIGITAL) TELEPHONES	1
LUCENT	POWERBRICK	98DR06713692	N/A	POWER SUPPLY	1
LUCENT	POWERBRICK	98DR06701786	N/A	POWER SUPPLY	1
LUCENT	POWERBRICK	98DR06701849	N/A	POWER SUPPLY	1
LUCENT	008 MLX	99DR03720241	N/A	8 MLX (DIGITAL) TELEPHONES	1
LUCENT	016 T/R	01DR10010860	N/A	16 BASIC TELEPHONE SETS?	1
LUCENT	008 MLX	92DR95713758	N/A	8 MLX (DIGITAL) TELEPHONES	1
LUCENT	016 WITH RING GEN	99DR02710800	N/A	16 BASIC TELEPHONE SETS	1
LUCENT	008 MLX	95DR05700460	N/A	8 MLX (DIGITAL) TELEPHONES	1
LUCENT	100D	98DR06712350	N/A	1 DS1 TRUNK	1
HP	COMPAQ 8200 ELITE CONVERTIBLE MINITOWER	MXL2220N5J	N/A	OLD YARD COMPUTER	1
HP	COMPAQ 8200 ELITE CONVERTIBLE MINITOWER	2UA1520TJS	N/A	OLD YARD COMPUTER	1

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

City of
IRWINDALE
AGENDA REPORT

CC ITEM 2A

Date: January 13, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: RESOLUTION TO EXTEND THE EXISTENCE OF A LOCAL EMERGENCY REGARDING COVID-19 PANDEMIC AND RATIFYING CERTAIN ACTIONS IMPLEMENTED BY THE ASSISTANT DIRECTOR OF EMERGENCY SERVICES/CITY MANAGER

City Manager's Recommendation:

It is recommended that the City Council:

- 1) **ADOPT RESOLUTION NO. 2021-02-3264 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:

Mary Hull, Human Resources/Risk Manager

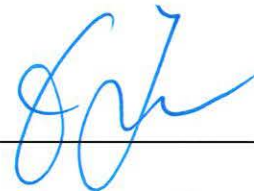
Reviewed by:

Adrian Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager



Electronically Approved



Background and Analysis:

On March 4, 2020, Governor Newsom 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, 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. In addition, Resolution No. 2020-18-3178 appointed the City Manager as the Assistant Director of Emergency Services and expressly authorized the implementation of certain emergency policies and procedures as required to comply with the Los Angeles County Safer At Home Order to control the spread of COVID-19.

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), and October 28, 2020 (Resolution No. 2020-81-3241), 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.

On December 6, 2020, the State Public Health Officer implemented a Regional Stay at Home Order for the Southern California region due to an unprecedented surge in the level of community spread of COVID-19. The Los Angeles County Department of Public Health followed with a Targeted Safer at Home Order, which will remain in effect for as long as the State Public Health Officer's Regional State at Home order remains in effect in the Southern California Region.

In response to a surge of cases in the City, the Assistant Director of Emergency Services, in consultation with the Director of Emergency Services, implemented certain operational adjustments, including placing certain employees on paid administrative leave from December 15, 2020, through and including December 18, 2020. The City then implemented the end-of-year closure for some departments during the period of December 21, 2020 through January 3, 2021, as previously approved by City Council at its meeting of June 24, 2020.

As of January 4, 2021, there are 827,498 confirmed COVID-19 cases and 10,850 deaths due to the COVID-19 pandemic in Los Angeles County. As COVID-19 cases are expected to continue to rise due to the post-holiday surge, it is recommended that the City Council extend the local emergency for a period of 60 days.

Fiscal Impact:

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

Attachment: Resolution No. 2021-02-3264

RESOLUTION 2021-02-3264

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, in December, 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19) was first identified in Wuhan City, Hubei Province, China; and

WHEREAS, COVID-19 has since spread outside of China, impacting more than 75 countries, including the United States; and

WHEREAS, the California Department of Public Health has activated its Medical and Health Coordination Center, and the Office of Emergency Services activated the State Operations Center to provide support and guide actions to preserve public health; and

WHEREAS, on March 4, 2020, Governor Newsom declared the existence of a state of emergency for the State of California; and

WHEREAS, on March 4, 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, which confirmed the March 12, 2020 declaration by the Director of Emergency Services of a local emergency related to the COVID-19 Pandemic, and appointed the City Manager as the Assistant Director of Emergency Services to implement certain emergency policies and procedures as required to comply with the Los Angeles County Safer At Home Order to control the spread of COVID-19; and

WHEREAS, On May 13, 2020, the City Council adopted Resolution No. 2020-32-3137, which extended the existence of a local emergency regarding COVID-19 Pandemic as the City Council is required to review a local emergency at least once every 60 days; and, the City Council also ratified certain actions completed by the Assistant Director of Emergency Services/City Manager; and

WHEREAS, on July 22, 2020, the City Council adopted Resolution No. 2020-18-3218, which extended the existence of a local emergency regarding COVID-19 Pandemic as the City Council is required to review a local emergency at least once every 60 days; and

WHEREAS, on September 9, 2020, the City Council adopted Resolution No. 2020-71-3231, which extended the existence of a local emergency regarding COVID-19 Pandemic as the City Council is required to review a local emergency at least once every 60 days; and

WHEREAS, on October 28, 2020, the City Council adopted Resolution No. 2020-81-3241, which extended the existence of a local emergency regarding COVID-19 Pandemic as the City Council is required to review a local emergency at least once every 60 days; and

WHEREAS, as of January 4, 2021, there are 827,498 confirmed COVID-19 cases and 10,850 deaths due the COVID-19 Pandemic in Los Angeles County, and COVID-19 cases are expected to continue to rise due to the post-holiday surge; 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 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. 2020-81-3241 on October 28, 2020, for a period of 60 days.

SECTION 3. The City Council ratifies the actions taken by the Assistant Director of Emergency Services, in consultation with the Director of Emergency Services, to make appropriate operational adjustments, including but not limited to, placing employees on paid administrative for the period of December 15, 2020 through and including December 18, 2020.

SECTION 4. For the duration of the statewide emergency, Governor Newsom has waived the requirement of Government Code Section 8630 that the Council review of 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 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 5. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 6. 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 13th day of January 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. 2021-02-3264 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of January, 2021 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

Date: January 13, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Appointment of a Senior Citizen Commissioner

City Manager's Recommendation:

- 1) ADOPT RESOLUTION NO. 2021-05-3267 ENTITLED, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE SENIOR CITIZENS COMMISSION OF THE CITY OF IRWINDALE" OR
2) PROVIDE OTHER DIRECTION TO STAFF

Administrative Action:

Prepared / Submitted by:

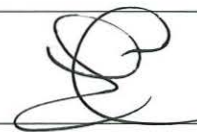
Laura Nieto, Chief Deputy City Clerk



Electronically Approved

Reviewed by:

Adrian Guerra, City Attorney



Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager



Background and Analysis:

The term for Senior Citizen Commissioners Maggie Guzman and Arline Miranda expired on December 31, 2020. Notices were sent to City Councilmembers, Commissioners and residents, pursuant to Resolution No. 2007-01-2187; and the vacancies were posted, pursuant to California Government Code Section 54970, et seq. (Maddy Act).

At the meeting of December 9, 2020, the following applications were submitted to the City Council for consideration of appointment:

Robert David Gallegos
Maggie Guzman
Ebelia Reyes-Ortiz
Linda S. Marez

The City Council adopted Resolution No. 2020-95-3255, unanimously re-appointing Maggie Guzman to a term ending December 31, 2023. Robert David Gallegos was nominated for appointment to the second vacancy, however, further research was necessary to determine if Mr. Gallegos met the age requirement as set forth in Irwindale Municipal Code Section 2.56.020:

*"No person shall be eligible for appointment to the senior citizen commission unless he or she is a resident, **age fifty years or older** and a registered, qualified voter of the city at the time of appointment. At all times during such commissioner's term of office he or she shall continue to be a resident and a registered, qualified voter of the city."*
(Emphasis added)

Staff has determined that Mr. Gallegos does not meet the age requirement for appointment to the Irwindale Senior Citizen Commission. It would now be appropriate for City Council to appoint another eligible applicant, or provide other direction to staff. Applications for eligible appointees are as follows:

Ebelia Reyes-Ortiz
Linda S. Marez

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachment:

Proposed Resolution No. 2021-05-3267
Applications of Eligible Appointees:

Ebelia Reyes-Ortiz
Linda S. Marez

RESOLUTION NO. 2021-05-3267

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPOINTING A MEMBER TO THE SENIOR CITIZEN COMMISSION
OF THE CITY OF IRWINDALE**

WHEREAS, the Maddy Act, California Government Code Section 54970 et seq., requires the City Council to prepare a Local Appointments List; and

WHEREAS, pursuant to Section 2.56.010 of the Irwindale Municipal Code "(IMC)", the Senior Citizen Commission ("Commission") was created consisting of five members; and

WHEREAS, pursuant Section 2.56.020 of the IMC, each member of the Commission shall be appointed pursuant to the procedures for appointment under Section 2.32.020 of the IMC; and

WHEREAS, there is one vacancy on the Commission; and

WHEREAS, the City Council of the City of Irwindale has reviewed the applications and desires to appoint a person to the Senior Citizen Commission of the City of Irwindale pursuant to Section 2.56.020 of the IMC.

**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. Pursuant to Irwindale Municipal Code Section 2.56.020 and the California Government Code Section 54970, et seq., the following person is appointed to the Senior Citizen Commission of the City of Irwindale, to serve a term of office to commence January 13, 2021, and to expire on December 31, 2023.

Section 3. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed member.

PASSED, APPROVED, and ADOPTED this ____ day of January, 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. 2021-05-3267 was adopted at a regular meeting of the Irwindale City Council held on the _____ day of January, 2021, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



RECEIVED

NOV 30 2020 11:07am

CITY OF IRWINDALE
CITY CLERKS DEPT.

LM

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Citizen Commission

(print or type name of one Board or Commission)

Name: Ebelia Reyes-Ortiz

Address: 16164 Progress Lane Irwindale CA 91706

Occupation: Financial Coordinator

Employer: Ricardo Suarez DDS Inc.

Address: 100 S. Vincent #404 W. Covina CA 91790

Home Phone: () Business Phone: ()

Years in Irwindale: 2.5 Registered Voter? Yes

Educational background / degree: Some College

Licenses or Special Certificates: CPR certificate

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) My reason for wanting to serve on the Commission is to make a positive difference in the community.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I feel I would make a good Commissioner because I am fair, honest, and keep an open mind. I think outside the box and would bring new ideas to the City.

Have you applied for a City Board or Commission before? Yes Yes No

If so, which one? City Council Board and Parks and Recreation Commission

Application for Appointment
To Board or Commission

Page 2

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I feel I take great initiative and work well in a team setting. My desire to serve the city with fairness would contribute greatly to the city.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Belia Reyes-Ortiz Date: 11/28/20

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Ebelia Vargas
16164 Progress Lane
Irwindale, CA 91706

Ebbyreyes14@gmail.com

CUSTOMER SERVICE PROFESSIONAL

Front office coordinator with broad experience in all aspects of the dentist industry; physician dental claims, customer service, data entry, eligibility department. Strong and effective interpersonal and written communication skills. Excellent Customer Service skills. Organized and analytical with strong problem solving skills and ability to manage multiple tasks. Disciplined with proven ability to manage multiple assignments efficiently under extreme pressure while meeting tight deadline schedules and performance guarantees.

PROFESSIONAL EXPERIENCE

Ricardo A. Suarez, D.D.S.
West Covina, CA
Financial Coordinator

7/22/19 - Present

Perform front desk activities, answering phones, scheduling and dismissal of patients, treatment plan presentation, collection calls, posting of insurance/patient payments, greeting/dismissing patients, insurance verification/claim inquiries, posting charges, customer service, Auditing of charts, appointment scheduling

Hot Family Dentistry
San Dimas, CA
Receptionist/Appointment Scheduler

3/19/18 - 7/8/19

Perform front desk activities, such as unlocking doors, starting computer, and answering the phone. Greet patients, enter patient health insurance information and collect current or past due payment (s). Call insurance companies to confirm eligibility. Filing. Scheduling appointments, preparing statements.

Joseph Sarkissian, D.D.S.
Glendale, CA
Front Office Coordinator

10/15/07 – 1/19/18

Perform front desk activities, such as unlocking doors, starting computer, and answering the phone. Greet patients and enter patient health insurance information and collect current or past due payment amount(s) Call insurance companies to confirm eligibility. Filing.

Ricardo A. Suarez, D.D.S.
West Covina, CA
Administrative Coordinator

8/1/05 - 10/4/07

Ray R. Padilla, D.D.S.
West Covina, CA
Administrative Coordinator

3/1/93 - 8/1/05

- Reactivation of patients
- Maintained Office Equipment
- Maintained Computer System
- Trained Staff
- Facilitated/Participated in Morning Huddles
- Opening/Closing Dr. & Hygiene Schedules
- Answered Concerns/questions
- Monitored/Maintained Doctors/Hygiene Monthly Production
- Maintained Fee Schedules
- Month/Year End Management Reports
- Coordinated Patient Flow with Clinical Team
- Prepared Agenda & Facilitated Staff Meetings
- Prepared Pre-Authorizations
- Collection Calls and Letters
- Reviewing Route Slips

COMPUTER SKILLS

MS Word; Excel; PowerPoint; Outlook; Windows; Datacon; EZ 2000; Dentrix, Eaglesoft

EDUCATION

General Education Courses, Citrus Community College
High School Diploma – College Prep, West Covina High School



RECEIVED

NOV 30 2020

CITY OF IRWINDALE

4:15pm

ST

APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Citizens Commission
(print or type name of one Board or Commission)

Name:

Linda S. Marez

Address:

16047 Peppertree Lane, Irwindale, CA 91706

Occupation:

Retired

Employer:

N/A

Address:

Home Phone:

Business Phone:

Years in Irwindale:

50 years +

Registered Voter?

yes

Educational background / degree:

High school diploma and some college.

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission Commission? (Use additional paper, if necessary.)

I have a great love for Irwindale and I would like to serve and give back to my community.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.)

I feel I would make a great commissioner because I have always worked with the public. My entire career has been in public service.

Have you applied for a City Board or Commission before? Yes X No

If so, which one?

Application for Appointment
To Board or Commission

Page 2

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government:

As a senior citizen myself, I am well aware of issues facing senior citizens. I know I could be an asset to my community.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature:

Linda S. Marez

Date:

NOV 25, 2020

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Deputy City Clerk at 626-430-2202 if you have any questions.

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

City of
IRWINDALE
AGENDA REPORT

CC ITEM 2C

Date: January 13, 2021

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: Resolution No. 2021-17-3279. Approving the Submittal of an Application to the United States Army for and use of its Howitzer Anti-Tank Gun for a Monument to American Veterans to Be Established at 14988 Los Angeles Street, Irwindale, CA 91706 and Authorizing the City Manager to Execute Any Agreements Thereto, (2) Approving the Maintenance Agreement with Alderson Business Park Owners Association Regarding the Howitzer Anti-Tank Gun, and (3) Approving the Acceptance of Certain Easement Rights Over the Monument Location from Developer for Maintenance, Inspection and Removal of the Howitzer

City Manager's Recommendation:

It is recommended that the City Council approve Resolution No. 2021-17-3279, entitled, "APPROVING THE SUBMITTAL OF AN APPLICATION TO THE UNITED STATES ARMY FOR AND USE OF ITS HOWITZER ANTI-TANK GUN FOR A MONUMENT TO AMERICAN VETERANS TO BE ESTABLISHED AT 14988 LOS ANGELES STREET, IRWINDALE, CA 91706 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS THERETO, (2) APPROVING THE MAINTENANCE AGREEMENT WITH ALDERSON BUSINESS PARK OWNERS ASSOCIATION REGARDING THE HOWITZER ANTI-TANK GUN, AND (3) APPROVING THE ACCEPTANCE OF CERTAIN EASEMENT RIGHTS OVER THE MONUMENT LOCATION FROM DEVELOPER FOR MAINTENANCE, INSPECTION AND REMOVAL OF THE HOWITZER," reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development
Manager / City Planner
(626) 430-2209

Electronically Approved

Prepared by:

Gina Chung, Co-Assistant City Attorney

Electronically Submitted

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 May 13, 2020, the City Council approved Resolution No. 2020-29-2139 approving Site Plan and Design Review No. 01-2020 for the development of an approximately 42,230 square foot building for light industrial business park uses on approximately 2.3 acres located at 14910 Los Angeles Street, Irwindale, CA 91706, commonly known as "Alderson Business Park" ("Site"). As part of the Site Plan and Design Review process, members of the City of Irwindale Planning Commission requested the project Developer, Seventh Street Development, Inc., manager for Alderson BP, LLC ("Developer") to consider voluntarily providing a monument at the Site commemorating American Veterans and AMVETS Post 113 ("Monument"). AMVETS Post 113 previously occupied the Site for more than 60 years before it was closed.

The Developer proposed incorporating a Howitzer Anti-Tank Gun ("Howitzer") owned by the United States Army as part of the Monument on the Site. The Howitzer has been located on the Site in the possession of the AMVETS POST 113 for over 10 years, and is currently being stored by the Developer. The Developer agrees to create, at its sole cost and expense and at no cost to the City, the Monument that would incorporate the Howitzer.

The United States Army requires the transfer of military property, such as the Howitzer, by loan or gift to only municipalities, and as such, the City needs to submit an application with the United States Army for the use and display of the Howitzer as part of the Monument. The application requires the City to submit (1) a letter written by the City Manager requesting the Howitzer and identifying the intended use for the equipment, (2) the Certificate of Incorporation of the City and (3) an approved resolution by the City Council approving the use of the Howitzer for the Monument and agreeing to assume all responsibility for the upkeep and safety of the Howitzer.

The City is transferring, and the Developer is agreeing that, the responsibility for the upkeep and safety of the Howitzer is on the Site association, Alderson Business Park Owners Association, a California nonprofit mutual benefit corporation ("Association"). The Developer agrees that the Association, at its sole cost and expense, shall be responsible for the maintenance, inspection and repair of the Monument and Donated Military Property.

Developer shall record an amendment to the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements for the Site, (1) establishing and reserving the Monument location as common area owned, controlled and maintained by the Association and (2) requiring the Association to assume all responsibility for the upkeep and safety of the Howitzer on behalf of the City and to indemnify, defend and hold harmless the City from all claims and liabilities related to the Association's maintenance and possession of the Howitzer.

The Maintenance Agreement between the Association and the City memorialize the agreement that the Association will assume all responsibility and bear all cost for the maintenance, safety, inspection, repair and return of the Howitzer on behalf of the City and will indemnify, defend and hold harmless the City from all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses related to the Association's maintenance and possession of the Howitzer ("Maintenance Agreement"). A draft copy of the Maintenance Agreement is attached as Exhibit A hereto.

Further, to address the United States Army's requirement prohibiting display of the donated military property on private property, the Developer agrees to grant the City a perpetual non-exclusive easement on, over, across and under the Monument location for the purpose of maintaining, altering, repairing, replacing, inspecting and/or removing the Howitzer. A draft copy of the Easement Deed is attached as Exhibit B hereto.

The Maintenance Agreement and Easement Deed, attached hereto as Exhibits A and B, respectively, are drafts which will be finally negotiated in substantially consistent form subject to the City Attorney's approval. This item is not subject to CEQA.

Fiscal Impact:

No fiscal implications are anticipated. The General Fund will not be impacted. The Association is responsible for all costs related to the construction, maintenance, inspection, and repair of the proposed monument.

Attachment(s):

- Resolution No. 2020-29-2139
- Exhibit A – Draft of Maintenance Agreement
- Exhibit B - Draft of Easement Deed

RESOLUTION NO. 2021-17-3279

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE (1) APPROVING THE SUBMITTAL OF AN APPLICATION TO THE UNITED STATES ARMY FOR AND USE OF ITS HOWITZER ANTI-TANK GUN FOR A MONUMENT TO AMERICAN VETERANS TO BE ESTABLISHED AT 14988 LOS ANGELES STREET, IRWINDALE, CA 91706 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS THERETO, (2) APPROVING THE MAINTENANCE AGREEMENT WITH ALDERSON BUSINESS PARK OWNERS ASSOCIATION REGARDING THE HOWITZER ANTI-TANK GUN, AND (3) APPROVING THE ACCEPTANCE OF CERTAIN EASEMENT RIGHTS OVER THE MONUMENT LOCATION FROM DEVELOPER FOR MAINTENANCE, INSPECTION AND REMOVAL OF THE HOWITZER

WHEREAS, on May 13, 2020, the Irwindale City Council approved Resolution No. 2020-29-2139 approving Site Plan and Design Review No. 01-2020 for the development of an approximately 42,230 square foot building for light industrial business park uses on approximately 2.3 acres located at 14910 Los Angeles Street, Irwindale, CA 91706 ("Site").

WHEREAS, the future building address of the referenced Building will be 14988 Los Angeles Street, Irwindale, CA 91706.

WHEREAS, as part of the Site Plan and Design Review process, members of the City of Irwindale Planning Commission requested the project Developer, Seventh Street Development, Inc., manager for Alderson BP, LLC, ("Developer") to consider voluntarily providing a monument to American Veterans and AMVETS Post 113 at the Site ("Monument"). AMVETS Post 113 previously occupied this Site for more than 60 years.

WHEREAS, Developer agrees to create, at its sole cost and expense and at no cost to the City, the Monument that would incorporate a Howitzer Anti-Tank Gun ("Donated Military Property") owned by the United States Army on a portion of the Site more particularly described on Exhibit "A" attached hereto and incorporated by reference ("Monument Location"). The Howitzer has been located on the Site in the possession of the AMVETS POST 113 for over 10 years.

WHEREAS, the United States Army is authorized to transfer military property by loan or gift to only municipalities.

WHEREAS, the United States Army, as a condition of allowing the Donated Military Property to be retained at the Site, requires the City to apply for the use of the Donated Military Property and the City Council to approve a resolution authorizing the use of the Donated Military Property at the Monument and agreeing to assume all responsibility for the upkeep and safety of the Donated Military Property.

WHEREAS, Developer agrees to grant the City a perpetual non-exclusive easement on, over, across and under the Monument Location for the purpose of maintaining, altering, repairing, replacing, inspecting and/or removing the Donated Military Property ("Easement Interest"), and the City desires to accept the Easement Interest.

WHEREAS, Developer agrees to record an amendment to the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements for the Site, (1) establishing and reserving the Monument Location as common area owned, controlled and maintained by the Alderson Business Park Building Owners Association ("Association") and (2) requiring the Association to assume all responsibility for the upkeep and safety of the Donated Military Property on behalf of the City and to indemnify, defend and hold harmless the City from all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses related to the Association's maintenance and possession of the Donated Military Property.

WHEREAS, the Association and the City desire to memorialize the agreement that the Association will assume all responsibility for the upkeep and safety of the Donated Military Property on behalf of the City and will indemnify, defend and hold harmless the City from all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses related to the Association's maintenance and possession of the Donated Military Property by means of executing a maintenance agreement between the Association and the City ("Maintenance Agreement").

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 approves the submittal of an application to the United States Army for and use of the Donated Military Property for a Monument at the Monument Location. The City Council further pledges to the United States Army that it accepts and assume all responsibility for the safety and upkeep of the Donated Military Property if provided to the City for use at the Monument Location.

SECTION 3. The City Manager hereby is authorized to execute any agreements and documents with the United States Army for the use of the Donated Military Property for the Monument.

SECTION 4. The City Council hereby accepts the Easement Interest granted to the City by Developer which shall be provided in a Grant of Deed, and authorizes the City Manager to execute the Certification of Acceptance to the Easement Deed subject to City Attorney approval as to final form. Any revisions to these documents are authorized to be approved by the City Manager and City Attorney to the extent that they remain

substantially consistent with those attached hereto and impose no additional obligations on the City.

SECTION 5. The City Council hereby approves the Maintenance Agreement, and authorizes the City Manager to execute the Maintenance Agreement subject to City Attorney approval as to final form. Any revisions to this document are authorized to be approved by the City Manager and City Attorney to the extent that they remain substantially consistent with those attached hereto and impose no additional obligations on the City.

SECTION 6. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

SECTION 7. 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 of the City of Irwindale 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 8. The City Clerk shall certify to the adoption of this Resolution. This Resolution and the adopted policy shall take effect immediately.

PASSED, APPROVED AND ADOPTED this ____ day of January, 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. **2021-17-3279** was adopted by the City Council of the City of Irwindale, at a regular meeting held on the ____ day of January 2021 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF MONUMENT LOCATION

AN EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES OVER A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 10, S.B.M., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES MORE PARTICULARLY DESCRIBED AS FOLLOWS;;

BEGINNING AT THE CENTERLINE INTERSECTION OF PARK AVENUE AND LOS ANGELES STREET;

THENCE SOUTH 89°11'41" WEST ALONG THE CENTERLINE OF LOS ANGELES STREET, 708.51 FEET;

THENCE SOUTH 00°48'19" EAST, 40.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LOS ANGELES STREET PARALLEL AND DISTANT 40.00 FEET OF SAID CENTERLINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 89°11'41" EAST ALONG SAID RIGHT-OF-WAY LINE, 60.00 FEET;

THENCE SOUTH 00°48'19" EAST, 30.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET SOUTH FROM SAID RIGHT-OF-WAY LINE;

THENCE SOUTH 89°11'41" WEST ALONG SAID PARALLEL LINE, 60.00 FEET;

THENCE NORTH 00°48'19" WEST, 30.00 FEET TO THE **TRUE POINT OF BEGINNING**.

THE AREA OF THIS EASEMENT CONTAINS 1,800 SQUARE FEET (0.041 ACRES) MORE OR LESS.

SEE ATTACHED EXHIBIT "B" HERewith AND BY REFERENCE MADE A PART HEREOF.

THIS DOCUMENT WAS PREPARED UNDER SUPERVISION OF:


DENNIS C. FARNSWORTH
RCE 31653 EXP. 12/31/20

7/6/2020
DATE



MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is dated _____, 2021 ("Effective Date") for reference purposes and is entered into by and between the ALDERSON BUSINESS PARK OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation (the "Association") and the CITY OF IRWINDALE, a California municipal corporation (the "City").

RECITALS

A. Alderson F. LLC, a California limited liability company ("Site Owner"), is the fee interest owner of that certain real property commonly known as "Alderson Business Park" located in the City of Irwindale, County of Los Angeles, State of California, legally described in **Exhibit "A"** (APN 8437-020-007) attached hereto and incorporated by reference ("Property").

B. The Site Owner and the City desire to work together to create a permanent monument on the Property commemorating American Veterans ("Monument") by placing and displaying a Howitzer anti-tank gun owned by the United States Army ("Donated Military Property") on a portion of the Site Owner's property more particularly described on **Exhibit "B"** attached hereto and incorporated by reference ("Monument Location").

C. The City agrees to submit an application with the United States Army for the use and display of the Donated Military Property as part of the Monument, and the Site Owner, at its sole cost and expense, shall be responsible for the transfer, construction and installation of the Donated Military Property at the Monument Location, and the Association, at its sole cost and expense, shall be responsible for the maintenance, inspection and repair of the Monument and Donated Military Property.

D. The Site Owner agrees to amend the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements for the Property, establishing and reserving the Monument Location as common area owned, controlled and maintained by the Association and granting a perpetual nonexclusive easement for ingress and egress and the construction, installation, maintenance, repair, inspection and replacement of the Monument for the benefit of the Association.

E. To address the United States Army's requirement prohibiting display of the Donated Military Property on private property, the Site Owner agrees to grant the City a perpetual non-exclusive easement on, over, across and under the Monument Location for the purpose of maintaining, altering, repairing, replacing, inspecting and/or removing the Donated Military Property located in the Monument Location.

F. The Association and the City desire to enter into this Agreement to set forth (i) all of the Association's maintenance obligations with respect to the Monument Location and the Donated Military Property; and (ii) the ability of the City to enforce those maintenance obligations in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties (defined below) hereby agree as follows:

AGREEMENT

1. The Association's Obligations.

The Association's obligations hereunder, at its own expense and cost, include the following:

A. The Association agrees that the Donated Military Property shall be for display purposes only, shall remain in its demilitarized state and cannot be restored to an operable condition.

B. The Association agrees not to use the Donated Military Property, its parts or components as security for any loan, nor sell, lease, rent, exchange the Donated Military Property for monetary gain or otherwise, under any circumstances. The Association further agrees that the Donated Military Property shall not be transferred, removed from the Monument Location, related to an alternate display site or otherwise disposed without the prior approval of the City and the United States Army.

C. The Association shall maintain the Monument Location and the Donated Military Property in a clean and sanitary condition, free of rubbish, debris and any hazards to persons. The Association agrees to display the Donated Military Property in a careful and prudent manner, and shall maintain it and make such repairs to it as are necessary to keep it a clean and safe condition so that the appearance will not discredit the United States Army.

D. The Association shall be responsible for the replacement or reconstruction of the Donated Military Property resulting from vandalism or criminal misconduct. The Association shall be responsible for (i) the repair damage from vandalism to the Donated Military Property and (ii) for the removal of graffiti from the Donated Military Property.

E. In the event the United States Army finds any reason to disqualify the City from the program participation for the use of the Donated Military Property, the Association shall bear all expenses of the return and repossession to include any and all storage costs, legal fees and costs incurred to execute the repossession.

F. Upon the termination of this Agreement, the Association agrees to bear all cost and expense which include any and all storage costs, legal fees and costs incurred by the City to return the Donated Military Property to the United States Army.

G. The Association agrees to allow authorized representatives of the federal government to include contractor personnel under a valid government contract, access and right of entry to the Monument Location and to photograph the same and the Donated Military Property during periodic inspections.

H. The Association agrees, within ninety (90) days after the City's acceptance of the Donated Military Property from the Army, to install the Donated Military Property at the Monument Location and provide the United States Army a photograph of the installed Donated Military Property ("Original Photograph").

2. City's Obligation and Rights.

The Association's obligation and rights hereunder are as follows:

A. The City, pursuant to a perpetual non-exclusive easement on, over, across and under the Monument Location, reserves the right to access the Monument Location for the purpose of maintaining, operating, altering, repairing, replacing, inspecting and/or removing the Donated Military Property. The City does not have to give any advance notification to the Association for access to the Monument Location for

inspection purposes. The City agrees to provide notification to the Association prior to any altering or removing of the Donated Military Property unless if immediate actions are required due to the presence of an immediate safety hazard to the public.

- B. The City shall not be responsible for any cost and fee associated with the Monument and the Donated Military Property.
- C. The City shall be responsible for taking a current photograph of the Donated Military Property and providing the United States Army such photograph on the anniversary date of receipt each year after taking possession of the Donated Military Property certifying that the equipment is still located at the Monument Location and is being displayed in the same manner and condition as indicated by the Original Photograph.

3. Term.

This Agreement shall continue to be in effect until such time that as it is terminated by mutual written consent of the parties, or if either the City or the United States Army elects to remove the Donated Military Property from the Burdened Property, or as otherwise provided for herein.

4. Notice(s) of Deficiency.

If, in the opinion of the City, the Association at any time fails to maintain the Monument and/or the Donated Military Property in accordance with the standards set forth in this Agreement, the City shall give written notice to the Association specifying the exact nature of such deficiency. Such written notice of deficiency from the City shall be addressed to the Association and require that the Association take appropriate corrective action within thirty (30) days of receipt of such written notice. The period for correction may be shorter if, in the City's opinion, the deficiency poses a risk to the health or safety of the public. The period for correction shall be tolled during the pendency of any appeal below.

The Association shall have the right to file an appeal before the appropriate City entity for a hearing concerning the reasonableness of the City's requirements as set forth in the written notice of deficiency, provided such appeal is filed within fifteen (15) days after the Association's receipt of the City's notice of deficiency. The decision of the City on such appeal shall be binding upon all Parties, but may be appealed by the Association in accordance with the appeal procedures contained in the City's Municipal Code, as may be duly amended from time-to-time, and/or an appropriate action in any court having jurisdiction.

5. Emergency Maintenance.

Notwithstanding Section 4 above, if there exists a hazardous condition creating a possibility of serious injury to persons or property as a result of Association's failure to maintain in accordance with this Agreement, the Association shall, upon receipt of the City's notice of deficiency, be required to take prompt corrective action. If the City determines, in its sole and absolute discretion, that the hazardous condition creates an immediate possibility of serious injury to persons or property, the City may forego the giving of notice, and immediately take the corrective action necessary to correct the hazardous condition. The reasonable costs incurred by the City in taking such corrective action shall be paid by the Association.

6. Enforcement.

If the Association, within the time period set forth in the notice of deficiency (subject to extensions of such time as may be required to appeal the notice of deficiency, except if a hazardous condition exists, in which no such extension will be granted), does not undertake and complete the corrective work required in the notice of deficiency, the City may (but is not obligated to) undertake and complete such corrective measures as are set forth in the notice and assess the reasonable costs of such corrective measures against the Association, including the City's reasonable attorney's fees and costs.

7. Liens.

The Association shall keep any Monument Location free of liens as the result of the Association's activities, shall promptly remove any liens placed thereon due to any actions of the Association or any person or entity acting under the Association, and shall indemnify, defend and hold the City harmless from any and all liability, loss or expense associated with any such liens.

8. Insurance.

8.1 Association Insurance

The Association shall, at all times during the term of the Agreement, maintain, at a minimum, the following policies of insurance (the "Association Insurance") in force and effect.

(a) a policy of commercial general liability and automobile liability insurance with policy limits in an amount not less than one million dollars per occurrence (\$1,000,000.00), combined single limit coverage for risks associated with the maintenance work contemplated by this Agreement. Notwithstanding the foregoing, in the event that subsequent to the date ten (10) years after the Effective Date and from time to time thereafter, the City's Risk Manager determines that the policy limits of the foregoing policies are inadequate, he or she may notify Association in writing, and Association shall increase such policy limits to an amount reasonably demonstrated by the City's Risk Manager based on the increased risks or costs increases; and

(b) in the event that the Association has employees, a policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California.

All of the Association Insurance shall be "occurrence" and not "claims made" so long as available on commercially reasonable terms and the commercial general liability policy shall name the City and its officials and employees as additional insureds. All of said policies of insurance shall provide that said insurance is primary insurance with respect to injuries or damages which are the result of the Association's (including the Association's employees, agents, contractors, and subcontractors) negligent acts or omissions in performing the maintenance obligations contained in this Agreement and in connection therewith, that no other insurance affected by the City will be called upon to contribute to a loss under the coverage. Nor shall said insurance be amended or cancelled without providing thirty (30) days' prior written notice to City (which notice can be given by the Association's insurance broker in the event the insurer does not as a matter of policy provide the foregoing notice). In the event any of said policies of insurance are cancelled, the Association shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section.

8.2 General Insurance Requirements.

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

(b) Duration of coverage. Association shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance in this Agreement by Association, its agents, representatives, employees or subconsultants.

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

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

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

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

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not

intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Association maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Association. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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

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

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

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

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

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

8.3 Third Party Professionals. In the event that, from time to time, Association retains a third party licensed professional to perform design work for the Association relating to the Association Public Improvements pursuant to this Agreement, it shall require such third party professional to carry professional errors and omissions insurance coverage in an amount not less than one million dollars (\$1,000,000.00) so long as available on commercially reasonable terms. Such errors and omissions coverage may be on a "claims made" basis.

9. Indemnity.

Association shall, to the fullest extent permitted by law, indemnify, defend, and hold the City, its elected and appointed officials, commissions, officers, agents, employees, and authorized volunteers harmless from and against any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to attorneys' fees, expert witness fees, and court costs) (each a "Claim" and, collectively, the "Claims") to the extent such Claims arise, directly or indirectly, from acts or omissions of Association, its officers, directors, agents, employees, contractors, subcontractors, or authorized volunteers ("Association Parties") (1) in the performance of the Association's maintenance activities under this Agreement and (2) arising out of, claimed on account of, or in any manner caused by or resulting from the Association's possession of the Donated Military Property, excluding, however, any Claims arising solely from the negligent acts or omissions of the City, or its officials, commissions, officers, agents, employees or authorized volunteers. It is understood that the duty to indemnify and hold harmless includes the duty to defend, with legal counsel approved by the City, as set forth in section 2778 of the California Civil Code.

Within fifteen (15) days after notice by City to Association that it has been made a party to an action for which City has a right to indemnity under this Section 12, Association shall provide a defense in that action. In the event Association fails to provide that defense where required above, then Association shall be liable for the attorneys' fees and litigation costs incurred by City to defend itself beginning on the sixteenth (16th) day from the date of the notice and request for a defense. The foregoing indemnity provision shall survive the termination of this Agreement.

10. Notices.

Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed below. Either party may provide a new designated representative and/or address by written notice to the other party.

For the Association:

Alderson Business Park Owners Association
[ADDRESS]
Attn:
Email:

For the City:

City of Irwindale
5050 N. Irwindale Ave.
Irwindale, CA 91706
Attn: City Manager
Fax: (909)334-3720

11. Miscellaneous.

11.1 No Joint Venture or Partnership.

The City and the Association hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the City and the Association joint venturers or partners.

11.2 Entire Agreement, Waivers and Amendments.

This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. A waiver of the breach of the covenants, conditions or obligations under this Agreement by either Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or obligations of this Agreement. Any amendment or modification to this Agreement must be in writing and executed by the appropriate authorities of the City and the Association.

11.3 Severability.

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless and to the extent the rights and obligations of one or both Parties have been materially altered or abridged by such holding.

11.4 Successors and Assigns.

This Agreement shall bind and inure to the benefit of the successors and assigns of the Parties hereto.

11.5 Applicable Law; Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of California. The Superior Courts of the State of California in and for the County of San Bernardino, or such other appropriate court in such county, shall have exclusive jurisdiction of any litigation between the parties concerning this Agreement.

11.6 Litigation Expenses.

If either Party to this Agreement commences an action against the other Party to this Agreement arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing Party.

11.7 Non-liability of City Officials, Board and Members.

No officer, official, employee, agent or representative of the City shall be personally liable to the Association or any successor in interest to the Association, in the event of any default or breach

by the City, or for any amount which may become due to the Association or any of their respective successors, or for breach of any obligation of the terms of this Agreement. Likewise, no officer, official, employee, agent or representative of the Association's Board or member of the Association shall be personally liable to the City in the event of any default or breach by the Association, or for any amount which may become due to the City or for breach of any obligation of the terms of this Agreement.

11.8 Time of the Essence.

Time is of the essence of each and every provision of this Agreement of which time of performance is a factor.

11.9 Assignments.

The Association shall not assign this Agreement or any interest herein to any Party without the prior written consent of the City, which City may withhold in its sole and absolute discretion.

11.10 Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

11.11 Execution in Counterpart.

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

[The remainder of this page is intentionally left blank. Signature page(s) to follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____, 2021.

“CITY”

City of Irwindale, a California municipal corporation

By: _____
H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Approved as to form:

Adrian Guerra, City Attorney

“ASSOCIATION”

ALDERSON BUSINESS PARK OWNERS
ASSOCIATION, a California nonprofit mutual
benefit corporation

By: _____
[Name /Title]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

THAT PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 10 WEST, S.B.M., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION BEING THE NORTHWEST CORNER OF SAID LAND DESCRIBED IN DEED FROM LOS ANGELES TRUST COMPANY TO JOSEPH P. LONERGAN, RECORDED IN BOOK 2727, PAGE 115 OF DEEDS, RECORDS OF LOS ANGELES COUNTY AND DISTANT 2955.81 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH PARALLEL WITH THE EAST LINE OF LOT 2 OF SAID SECTION, 502 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY AND NORTHERLY LINES OF SAID RIGHT OF WAY TO ITS INTERSECTION WITH THE NORTH LINE OF SAID SECTION 17; THENCE WEST ALONG SAID NORTH LINE TO BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 30 FEET THEREOF CONVEYED TO THE COUNTY OF LOS ANGELES BY DEED RECORDED IN BOOK 1304, PAGE 109 OF DEEDS.

EXCEPT ALSO THE SOUTHERLY 10 FEET OF THE NORTHERLY 40 FEET OF SAID LAND BY DEED RECORDED MARCH 11 1985 AS INSTRUMENT NO. 85-263961 OF OFFICIAL RECORDS.

EXCEPT THEREFROM ANY PORTION INCLUDED WITHIN THE EDWIN ALDERSON'S ACRE LOT TRACT, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8437-020-007

EXHIBIT B

LEGAL DESCRIPTION OF MONUMENT LOCATION

AN EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES OVER A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 10, S.B.M., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES MORE PARTICULARLY DESCRIBED AS FOLLOWS;;

BEGINNING AT THE CENTERLINE INTERSECTION OF PARK AVENUE AND LOS ANGELES STREET;

THENCE SOUTH 89°11'41" WEST ALONG THE CENTERLINE OF LOS ANGELES STREET, 708.51 FEET;

THENCE SOUTH 00°48'19" EAST, 40.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LOS ANGELES STREET PARALLEL AND DISTANT 40.00 FEET OF SAID CENTERLINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 89°11'41" EAST ALONG SAID RIGHT-OF-WAY LINE, 60.00 FEET;

THENCE SOUTH 00°48'19" EAST, 30.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET SOUTH FROM SAID RIGHT-OF-WAY LINE;

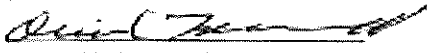
THENCE SOUTH 89°11'41" WEST ALONG SAID PARALLEL LINE, 60.00 FEET;

THENCE NORTH 00°48'19" WEST, 30.00 FEET TO THE **TRUE POINT OF BEGINNING**.

THE AREA OF THIS EASEMENT CONTAINS 1,800 SQUARE FEET (0.041 ACRES) MORE OR LESS.

SEE ATTACHED EXHIBIT "B" HERewith AND BY REFERENCE MADE A PART HEREOF.

THIS DOCUMENT WAS PREPARED UNDER SUPERVISION OF:


DENNIS C. FARNSWORTH
RCE 31653 EXP. 12/31/20


DATE



RECORDING REQUESTED BY

Fidelity National Title Insurance Company

WHEN RECORDED RETURN TO:

Alderson F, LLC
c/o Seventh Street Development Inc.
3780 Kilroy Airport Way, Suite 520
Long Beach, CA 90806

Assessor's Parcel Number: 8437-020-007

Space Above for Recorder's Use

GRANT OF EASEMENT

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is zero (\$0.00). This is a conveyance of nonexclusive easement and the consideration and value is less than \$100 (R&T 11911).

This Grant of Easement is made effective on _____, 2021 ("Effective Date"), by **ALDERSON F, LLC**, a California limited liability company ("Grantor") in favor of the **CITY OF IRWINDALE**, a municipal corporation ("Grantee"). Grantee and Grantor may be referred to, separately or jointly as "Party" or "Parties," respectively.

RECITALS

A. Grantor is the fee interest owner of that certain real property located in the City of Irwindale, County of Los Angeles, State of California, legally described in **Exhibit "A"** (APN 8437-020-007) attached hereto and incorporated by reference ("Grantor's Property"). Grantor's Property is part of the commercial development commonly known as "Alderson Business Park".

B. The Parties desire to work together to create a permanent monument on the Grantor's Property commemorating American Veterans ("Monument").

C. The Grantor has proposed and the Grantee agrees, at the Grantor's sole cost and expense, creating the Monument to incorporate and display a Howitzer anti-tank gun owned by the United States Army ("Donated Military Property") as part of the Monument on a portion of the Grantor's Property more particularly described on **Exhibit "B"** attached hereto and incorporated by reference ("Burdened Property").

D. The United States Army is authorized to transfer military property by loan or gift to only municipalities, and as such, the Grantee shall apply with the United States Army for the use and display of the Donated Military Property as part of the Monument.

E. As part of the agreement between the United States Army and the Grantee for the transfer of the Donated Military Property to the Grantee, the Grantee shall, among other things, be responsible for the upkeep and safety of the Donated Military Property.

F. Grantor has agreed to amend the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements for the Grantor's Property ("CC&Rs") (1) establishing and reserving the Burdened Property as common area owned, controlled and maintained by the Alderson Business Park Building Owners Association ("Association") and (2) requiring the Association to assume all responsibility for the upkeep and safety of the Donated Military Property on behalf of the City and to indemnify, defend and hold harmless the City from all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses related to the Association's maintenance and possession of the Donated Military Property

G. Pursuant to the Maintenance Agreement between Grantor and the Association, dated _____, the parties thereto have agreed, among other things, that in exchange for the Donated Military Property being displayed on the Burdened Property, the Association will assume all risks and responsibilities for losses, cost, and damages associated with the Donated Military Property as further described therein.

H. Upon the terms and conditions of this Agreement, the Grantor desire to grant the Grantee a perpetual non-exclusive easement on, over, across and under the Burdened Property for the purpose of maintaining, altering, repairing, replacing, inspecting and/or removing the Donated Military Property located in the Burdened Property ("Easement Interest").

NOW, THEREFORE, in consideration of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Accuracy of the Recitals.** The foregoing Recitals are true and correct and are incorporated into this Agreement.

2. **Grant of Easement.** Grantor hereby GRANTS to Grantee the Easement Interest for the placement of the Donated Military Property with access thereto to inspect, maintain, alter, repair, replace and/or remove the Donated Military Property. The Easement Interest is intended to satisfy the provisions of Section 1468 of the California Civil Code, and establish easements and covenants running with the land, binding upon the parties, successive owners and successor owners of Burdened Property.

3. **Access.** Grantee shall be permitted to access and enter the Burdened Property for the purposes stated in Section 2 without any advance notification to the Grantor.

4. **Easement in Gross.** This Agreement shall be personal to the Grantee, and shall terminate without the requirement of further act, deed or document if either the Grantee or the United States Army elects to remove the Donated Military Property from the Burdened Property. Furthermore, in the event of any such termination, Grantee covenants and agrees to execute any document in recordable form required by Grantor, a lender, subsequent owner or title company to memorialize such termination.

5. **Cost.** The Grantor, at its sole cost and expense, shall be responsible for the transfer, construction and installation of the Donated Military Property at the Monument Location. Grantor agrees to bear all costs associated with the United States Army's requirement to prepare the Donated Military Property for display. The Association shall be responsible for all arrangements and costs involved in the disassembly, packing, crating, transportation and other actions as necessary for the movement of the Donated Military Property to the Monument Location.

6. **CC&Rs for Grantor's Property.** Grantor shall amend the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements for the Grantor's Property (1) establishing and reserving the Burdened Property as common area owned, controlled and maintained by the Alderson Business Park Building Owners Association ("Association") and (2) requiring the Association to assume all responsibility for the upkeep and safety of the Donated Military Property on behalf of the City and to indemnify, defend and hold harmless the City from all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses related to the Association's maintenance and possession of the Donated Military Property

7. **Insurance.** If the City should engage any contractor, supplier, agent or other person (together, "Contractor") to undertake any of the acts authorized by Section 2 above, such Contractor shall provide evidence of commercial property and liability insurance reasonably acceptable to Grantor prior to entry on the Burdened Property.

8. **Indemnification.** Grantor agrees to the fullest extent permitted by law, indemnify, defend, and hold the Grantee, its elected and appointed officials, commissions, officers, agents, employees, and authorized volunteers harmless from and against any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to attorneys' fees, expert witness fees, and court costs) (each a "Claim" and, collectively, the "Claims") to the extent such Claims arise, directly or indirectly, from acts or omissions of Grantor, its officers, directors, agents, employees, contractors, subcontractors, or authorized volunteers ("Grantor Parties") in regards to the Burdened Property, Monument and Donated Military Property, excluding, however, any Claims arising solely from the negligent acts or omissions of the Grantor, or its officials, commissions, officers, agents, employees or authorized volunteers. It is understood that the duty to indemnify and hold harmless includes the duty to defend, with legal counsel approved by Grantor, as set forth in section 2778 of the California Civil Code.

Within fifteen (15) days after notice by Grantee to Grantor that it has been made a party to an action for which Grantee has a right to indemnity under this Section 6, Grantor shall provide a defense in that action. In the event Grantor fails to provide that defense where required above, then Grantor shall be liable for the attorneys' fees and litigation costs incurred by Grantee to defend itself beginning on the sixteenth (16th) day from the date of the notice and request for a defense. The foregoing indemnity provision shall survive the termination of this Agreement.

[Signatures next page]

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement as of the date first written above.

GRANTOR:

ALDERSON F, LLC
a California limited liability company,

By: Seventh Street Development, Inc., a
California corporation, Its manager

By: _____
Craig Furniss, President

CERTIFICATE OF ACCEPTANCE

This is to certify that the real property interest conveyed by the foregoing Grant of Easement ("**Grant Deed**") from the **ALDERSON F, LLC**, a California limited liability company, as grantor, to **CITY OF IRWINDALE**, a municipal corporation, as grantee, is hereby accepted by the undersigned officer of Grantee and Grantee consents to recordation of the Grant Deed.

Date: January __, 2021

"C

CI

ATTEST

By

By: _____
Laura M. Nieto, Chief Deputy City
Clerk

APPROVED AS TO FORM

ALESHIRE & WYNDER, LLP

By: _____
Adrian R. Guerra, City Attorney

NOTARY ACKNOWLEDGMENT

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

State of _____)

County of _____)

On _____ before me, _____,
(insert name of notary)

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: _____

Name: _____

County of _____

My commission expires _____

Commission number: _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

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

THAT PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 10 WEST, S.B.M., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION BEING THE NORTHWEST CORNER OF SAID LAND DESCRIBED IN DEED FROM LOS ANGELES TRUST COMPANY TO JOSEPH P. LONERGAN, RECORDED IN BOOK 2727, PAGE 115 OF DEEDS, RECORDS OF LOS ANGELES COUNTY AND DISTANT 2955.81 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH PARALLEL WITH THE EAST LINE OF LOT 2 OF SAID SECTION, 502 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY AND NORTHERLY LINES OF SAID RIGHT OF WAY TO ITS INTERSECTION WITH THE NORTH LINE OF SAID SECTION 17; THENCE WEST ALONG SAID NORTH LINE TO BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 30 FEET THEREOF CONVEYED TO THE COUNTY OF LOS ANGELES BY DEED RECORDED IN BOOK 1304, PAGE 109 OF DEEDS.

EXCEPT ALSO THE SOUTHERLY 10 FEET OF THE NORTHERLY 40 FEET OF SAID LAND BY DEED RECORDED MARCH 11 1985 AS INSTRUMENT NO. 85-263961 OF OFFICIAL RECORDS.

EXCEPT THEREFROM ANY PORTION INCLUDED WITHIN THE EDWIN ALDERSON'S ACRE LOT TRACT, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8437-020-007

EXHIBIT B

LEGAL DESCRIPTION OF BURDENED PROPERTY

AN EASEMENT FOR ACCESS AND MAINTENANCE PURPOSES OVER A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 10, S.B.M., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES MORE PARTICULARLY DESCRIBED AS FOLLOWS;;

BEGINNING AT THE CENTERLINE INTERSECTION OF PARK AVENUE AND LOS ANGELES STREET;

THENCE SOUTH 89°11'41" WEST ALONG THE CENTERLINE OF LOS ANGELES STREET, 708.51 FEET;

THENCE SOUTH 00°48'19" EAST, 40.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LOS ANGELES STREET PARALLEL AND DISTANT 40.00 FEET OF SAID CENTERLINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 89°11'41" EAST ALONG SAID RIGHT-OF-WAY LINE, 60.00 FEET;

THENCE SOUTH 00°48'19" EAST, 30.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET SOUTH FROM SAID RIGHT-OF-WAY LINE;

THENCE SOUTH 89°11'41" WEST ALONG SAID PARALLEL LINE, 60.00 FEET;

THENCE NORTH 00°48'19" WEST, 30.00 FEET TO THE **TRUE POINT OF BEGINNING**.

THE AREA OF THIS EASEMENT CONTAINS 1,800 SQUARE FEET (0.041 ACRES) MORE OR LESS.

SEE ATTACHED EXHIBIT "B" HERewith AND BY REFERENCE MADE A PART HEREOF.

THIS DOCUMENT WAS PREPARED UNDER SUPERVISION OF:



DENNIS C. FARNSWORTH
RCE 31653 EXP. 12/31/20



DATE



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

City of
IRWINDALE
AGENDA REPORT

CC ITEM 3A

Date: January 13, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Proposed Use of CDBG Allocation for FY 2021-2022

City Manager's Recommendation:

That the City Council:

- 1) Adopt Resolution No. 2021-01-3263, entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PROPOSED USE OF THE CITY'S FISCAL YEAR 2021-2022 LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION,"** reading by title only and waving further reading thereof:

Administrative Action:

Submitted by:

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

Prepared by:

Jeanette Duran, Finance Manager

Reviewed by:

Adrian Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Electronically Approved

Background and Analysis:

- 1) The CDBG Program is funded directly by the federal government's Department of Housing and Urban Development (HUD), whose objectives include the development of suitable living environments. The amount of the CDBG grant to each participating city is allocated based upon population. Due to the City of Irwindale's very low population, its annual CDBG allocations are relatively low. In Fiscal Year 2021-2022, the CDBG grant allocation is estimated at \$9,900.
- 2) The new Coronavirus Aid, Relief, and Economic Security Act (CARES Act) provisions allow revisions to existing CDBG administrative requirements that apply to the City's current and FY 2021-2022 CDBG allocation. The revisions to the CDBG administrative requirements are as follows:
 - a. Suspends the 15% cap on public services;
 - b. Allows virtual hearings as long as national or local health authorities recommend social distancing and limit public gatherings for public health reasons; and
 - c. Allows the public comment period for substantial amendments and for the Action Plan to be reduced from 30 days to five (5) days.
- 3) The City has been proactive in responding to the COVID-19 Emergency by implementing city-wide actions to respond to and prevent the spread of COVID-19, including requiring social distancing and face masks, canceling large gatherings, implementing virtual city meetings, and allowing city employees to telecommute wherever possible.
- 4) One of the most important City programs that helps safeguard the City's most vulnerable population during this COVID-19 pandemic is the expansion of the Senior Citizen Home Meal Delivery Program. Currently, this program is providing over 50 home meal deliveries per weekday to senior citizens throughout the City.
- 5) The activities and programs eligible to be funded by CDBG allocations have been expanded to include "meal programs modified to include additional deliveries", making the Senior Citizen Home Meal Delivery Program eligible as a CDBG funded program.
- 6) The proposed use of the CDBG grant is for the continued support of the Senior Citizen Home Meal Delivery Program.
- 7) The Public Hearing Notice for the proposed use of the CDBG Allocation for FY 2021-2022 has been duly noticed in accordance with applicable laws.

Fiscal Impact:

The CDBG estimated allocation for FY 2021-2022 is approximately \$9,900, and the use of these funds for the Senior Citizen Home Meal Delivery Program will avoid the need to use funds from the General Fund for approximately 2½ months of the program.

Approval of Resolution No. 2021-01-3263 will serve to formally approve the use of CDBG allocations for this program, and the FY 2021-2022 allocation of approximately \$9,900 in federal funds will be appropriated as part of the budget process for the FY 2021-2022 Annual Budget.

Attachment:

Resolution No. 2021-01-3263

RESOLUTION NO. 2021-01-3263

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING THE PROPOSED USE OF THE CITY'S FISCAL
YEAR 2021-2022 LOS ANGELES URBAN COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT ALLOCATION**

WHEREAS, the City of Irwindale's CDBG allocation from the County of Los Angeles for Fiscal Year 2021-2022 is estimated to be \$9,900 ("CDBG Allocation"); and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) provisions allow revisions to existing CDBG requirements that apply to the City's estimated FY 2021-2022 CDBG allocation of \$9,900; and

WHEREAS, one of the most important City programs that helps safeguard the City's most vulnerable population during this COVID-19 pandemic is the expansion of the Senior Citizen Home Meal Delivery Program, which currently provides for over 50 home meal deliveries daily to senior citizens throughout the City; and

WHEREAS, the Senior Citizen Home Meal Delivery Program is an eligible activity to be funded by CDBG funds during the COVID-19 Pandemic; and

WHEREAS, the City of Irwindale has held a duly noticed public hearing on the proposed use of the City's FY 2021-2022 CDBG Allocation.

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

1. The City Council hereby approves the proposed use of the estimated FY 2021-2022 CDBG allocation of \$9,900 to the Senior Citizen Home Meal Delivery Program during the COVID-19 Emergency.
2. The City Council hereby authorizes the City Manager and the Finance Director to take all actions and execute all documents necessary to carry out the provisions of this Resolution.
3. This resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 13th day of January 2021.

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-01-3263 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of January 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, MMC
Chief Deputy City Clerk

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

SA ITEM 1A1

**DECEMBER 9, 2020
WEDNESDAY
9:07 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

Also present: William Tam, City Manager; Theresa Olivares, Assistant City Manager; Adrian Guerra, Interim City Attorney; Ty Henshaw, Police Chief; Eva Carreon; Finance Director; Arsanious Hanna, City Engineer; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Breceda, 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 November 11, 2020

**ITEM NO. 1B
WARRANTS**

WARRANTS

The warrants were approved

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:08 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

SA ITEM 1B

Accounts Payable

Checks by Date - Summary by Check Number

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



Check No	Vendor No	Vendor Name	Check Date	Check Amount
73121	ROSENO	Rosenow Spevacek Group Inc	01/04/2021	1,086.25
Report Total (1 checks):				1,086.25

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

City of
IRWINDALE
AGENDA REPORT

SA ITEM 1C

Date: January 13, 2021

To: Honorable Chair and Members of the Successor Agency Board

From: William K. Tam, Executive Director

Issue: Consideration of Resolution No. SA 2021-07-3269 of the City Council of the City of Irwindale acting as Successor Agency to the Irwindale Community Redevelopment Agency Approving a Recognized Obligation Payment Schedule and Administrative Budget for July 1, 2021 through June 30, 2022

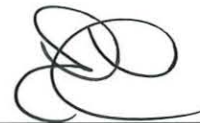
Executive Director's Recommendation:

It is recommended that the Successor Agency Board adopt Resolution No. SA 2021-07-3269 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACTING AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022".

Administrative Action:

Submitted by:

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



Prepared by:

Matthew Pelletier, Economic & Redevelopment
Consultant, RSG Inc. (714) 316-2119

Electronically Approved

Reviewed by:

Adrian R. Guerra, Attorney

Electronically Approved

Eva Carreon, Finance Director/Treasurer



Approved by:

William Tam, Executive Director



Background and Analysis:

Health and Safety Code ("HSC") Sections 34177(l) and 34177(o) require the Successor Agency to the Irwindale Community Redevelopment Agency ("Successor Agency") to prepare and submit a Recognized Obligation Payment Schedule ("ROPS"), prior to each 12-month fiscal period, to the Oversight Board, County Auditor-Controller, State Controller's Office ("SCO"), and State Department of Finance ("DOF") for review and approval. For the ROPS period of July 1, 2021 to June 30, 2022 ("ROPS 21-22"), the statute requires that an Oversight Board-approved ROPS be submitted electronically to the DOF no later than February 1, 2021.

The ROPS provides the Successor Agency's enumeration and estimates of outstanding enforceable obligations for the upcoming 12-month ROPS period beginning July 1, 2021 and derives the amount of funds that may be available in past ROPS carryover and other cash balances for future payments.

Last and Final ROPS Option

Beginning January 1, 2016, successor agencies that have received a Finding of Completion may submit a Last and Final ROPS for approval by the oversight board and the DOF if all of the following conditions are met:

1. Remaining debt includes only administrative costs and enforceable obligations with set payment schedules, such as debt service, loan agreements, and contracts;
2. All remaining obligations have been previously listed on a ROPS and approved by the DOF, pursuant to HSC section 34177 (m) or (o); and
3. The successor agency has no outstanding or unresolved litigation, except as specified in HSC section 34191.6 (a) (3).

The submission of a Last and Final ROPS reduces the administrative burden on a successor agency, as it eliminates the need to prepare a ROPS and complete the ROPS approval process every year. However, once the DOF approves a successor agency's Last and Final ROPS, it can be amended only twice. Additionally, for successor agencies with an approved Last and Final ROPS, DOF has been limiting annual administrative allowances to approximately \$5,000 per enforceable obligation. At this point, to allow for greater flexibility, Successor Agency staff prefers to continue submitting the annual ROPS, rather than submitting a Last and Final ROPS.

ROPS 21-22 Enforceable Obligations

The ROPS 21-22 contains the same enforceable obligations listed on the last ROPS. The ROPS 21-22 line items include the following:

- Debt service on 2005 Taxable Housing Parity Bonds, 2006 Tax Allocation Refunding Parity Bonds, 2006 Subordinate Lien Tax Allocation Bonds, 2014 Tax Allocation Refunding Parity Bonds, and 2014 Taxable Housing Tax Allocation Refunding Parity Bonds (**Line Items #3, #4, #5, #11, #32, and #33**)
- Bond-related costs, including fiscal agent fees, bond arbitrage calculation fees, and continuing disclosure costs (**Line Items #7, #8, and #34**)
- Property disposition costs (**Line Items #16 to #19, #21, and #22**)

- Administrative allowance (**Line Item #13**), which is limited to the greater of \$250,000 per year, or 3 percent of Redevelopment Property Tax Trust Fund ("RPTTF") distributed in the prior fiscal year, excluding the administrative allowance and any City/former redevelopment agency loan repayments. However, the administrative allowance cannot exceed 50 percent of RPTTF distributed in the prior fiscal year, excluding the administrative allowance and any City/former redevelopment agency loan repayments. In the Successor Agency's case, the maximum allowable ROPS 21-22 administrative allowance is \$250,000, which is the amount being requested. Pursuant to HSC Section 34177(j), the Successor Agency prepared a Fiscal Year 2021-22 Administrative Budget for submission to the Oversight Board for approval. The Administrative Budget is included as Exhibit B to the resolution

ROPS 21-22 Cash Balance

The Successor Agency is required to calculate the amount of funds that may be available in past ROPS carryover and other cash balances for future payments. If the Successor Agency spent less than it estimated in prior ROPS periods or currently has funds from revenue received apart from the ROPS process (such as rent income, interest, and property sales proceeds), fund balances should be used to pay for enforceable obligations and, pursuant to AB 1484, the DOF will decrease the distribution of RPTTF to the Successor Agency for a future ROPS period by the surplus amount.

As reported on the Cash Balances tab of the ROPS 21-22 form, the Successor Agency had approximately \$2.8 million of bond proceeds and \$13.9 million of cash as of the end of the ROPS 18-19 period. On July 25, 2018, DOF approved the transfer of the bond proceeds, which are designated for affordable housing, from the Successor Agency to the City. This transfer was approved by DOF to occur during FY 2019-20. A significant portion of the \$13.9 million of cash in the Successor Agency fund was generated from the sale of property transferred from the former redevelopment agency to the Successor Agency after redevelopment dissolution. DOF will ensure that the Successor Agency's approved ROPS 21-22 distribution amount accounts for the cash that the Successor Agency already has available to be spent in the ROPS 21-22 period.

Pursuant to HSC Section 34186(c), the Successor Agency submitted a ROPS 18-19 Prior Period Adjustment ("PPA") form to the Los Angeles County Auditor-Controller by the October 1, 2020 deadline. The 18-19 PPA form reports the amount of the Successor Agency's ROPS 18-19 distribution that was unspent as of the end of the ROPS 18-19 period, which was \$14,098 in the Successor Agency's case. This amount is included in the \$13.9 million of cash that the Successor Agency held at the end of the ROPS 18-19 period.

DOF Review

The ROPS 21-22 is scheduled to be presented for approval by the Oversight Board on January 25, 2021. Upon submittal to the DOF of an Oversight Board-approved ROPS, DOF has 45 days to make its determination of the enforceable obligations, including amounts and funding sources. Within five business days of DOF's determination, the Successor Agency may request additional review and an opportunity to meet and confer on disputed items. DOF has until 15 days prior to the date for property tax distribution to make its final decision. The RPTTF distribution dates for ROPS 21-22A (first 6 months of ROPS 21-22 period) and 21-22B (second 6 months of ROPS 21-22 period) are on or about June 1, 2021 and January 2, 2022, respectively.

Fiscal Impact:

Approval of the ROPS is necessary for the Successor Agency to continue making payments on indebtedness, contracts, and other enforceable obligations. Overall, the Successor Agency is requesting \$8,344,408 of RPTTF to fund enforceable obligations due in the ROPS 21-22 period. Residual RPTTF revenues would be apportioned by the County Auditor-Controller to affected taxing agencies based on each entity's share of the property tax levy.

By not adopting the ROPS, the Successor Agency would risk defaulting on loans and other debt agreements, and not being able to fund certain expenses and operations, which would also impact the City's General Fund. Failure to submit a Countywide Oversight Board-approved ROPS to the State will also result in a penalty of \$10,000 per day assessed against the City (as the City, not as the Successor Agency) for each day the ROPS is late. By utilizing non-RPTTF monies to pay for ROPS 21-22 obligations, the Successor Agency will increase the amount of residual RPTTF the City will collect from the County Auditor-Controller, which is roughly 10 percent of the total residual pool of monies.

Attachments:

Resolution No. SA 2021-07-3269

Exhibit A to the Resolution: ROPS 21-22

Exhibit B to the Resolution: ROPS 21-22 Administrative Budget

SUCCESSOR AGENCY RESOLUTION NO. 2021-07-3269

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
ACTING AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION
PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE
TWELVE-MONTH FISCAL PERIOD
BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022**

WHEREAS, pursuant to Assembly Bill 26 of the First Extraordinary Session of the 2011-2012 Legislative Session ("ABX1 26") (Chapter 5, Statutes of 2011), the Irwindale Community Redevelopment Agency was effectively dissolved as of February 1, 2012; and

WHEREAS, pursuant to ABX1 26, the City Council of the City of Irwindale adopted Resolution No. 2012-08-2547 on January 11, 2012, affirmatively electing to serve as the "Successor Agency" to the Irwindale Community Redevelopment Agency; and

WHEREAS, pursuant to Health and Safety Code Sections 34177(l) and 34177(o), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule ("ROPS") prior to each twelve-month fiscal period, in a manner prescribed by the California Department of Finance ("DOF"), and submit the ROPS to an oversight board, the Los Angeles County Auditor-Controller, the State Controller's Office, and DOF for review and approval; and

WHEREAS, Assembly Bill 1484 ("AB 1484") and Senate Bill 107 ("SB 107") established procedural requirements for the preparation, review, and approval of ROPS by the Successor Agency, including clarifications regarding "enforceable obligations"; and

WHEREAS, pursuant to Section 34177(j), the Successor Agency's "Administrative Budget" is to include all of the following: (a) estimated amounts of the Successor Agency's administrative costs for the upcoming twelve-month fiscal period; (b) the proposed sources of payment for the costs identified in (a); and (c) proposals for arrangements for administrative and operations services provided by the city serving as Successor Agency; and

WHEREAS, Exhibit "A" and Exhibit "B" to this resolution establish a ROPS and administrative budget for the twelve-month fiscal period beginning July 1, 2021 and ending June 30, 2022, in a manner consistent with that prescribed by DOF.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE ACTING AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Approval of ROPS and Administrative Budget. The City of Irwindale acting as Successor Agency hereby approves the Recognized Obligation Payment Schedule and Administrative Budget for the twelve-month fiscal period beginning July 1, 2021 and ending June 30, 2022, in substantially the forms attached hereto as Exhibits "A" and "B," respectively, as required by ABX1 26, AB 1484, and SB 107.

Section 3. Transmittal to Appropriate Agencies. The Executive Director is hereby authorized and directed to transmit, by mail or electronic means, a copy of the ROPS to the County of Los Angeles' First District Consolidated Oversight Board, Los Angeles County Auditor-Controller, State Department of Finance, and the State Controller's Office, as prescribed by statute.

Section 4. Technical Revisions. The Executive Director is hereby authorized and directed to use discretion to make any necessary technical revisions to the ROPS and Administrative Budget prior to submittal to the appropriate reviewing bodies.

H Manuel Ortiz, Chair

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk, acting for
Successor Agency

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale acting for Successor Agency, do hereby certify that the foregoing Resolution No. SA 2021-07-3269 was duly and regularly passed and adopted by the Successor Agency of the City of Irwindale at its regular meeting held on the 13th day of January 2021, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

Laura M. Nieto, MMC
Chief Deputy City Clerk, acting for
Successor Agency

EXHIBIT "A"

RECOGNIZED OBLIGATION PAYMENT SCHEDULE JULY 1, 2021 – JUNE 30, 2022

Recognized Obligation Payment Schedule (ROPS 21-22) - Summary
Filed for the July 1, 2021 through June 30, 2022 Period

Successor Agency: Irwindale

County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	21-22A Total (July - December)	21-22B Total (January - June)	ROPS 21-22 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 6,274,344	\$ -	\$ 6,274,344
B Bond Proceeds	-	-	-
C Reserve Balance	5,640,921	-	5,640,921
D Other Funds	633,423	-	633,423
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 270,500	\$ 8,073,908	\$ 8,344,408
F RPTTF	20,500	8,073,908	8,094,408
G Administrative RPTTF	250,000	-	250,000
H Current Period Enforceable Obligations (A+E)	\$ 6,544,844	\$ 8,073,908	\$ 14,618,752

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Irwindale
Recognized Obligation Payment Schedule (ROPS 21-22) - ROPS Detail
July 1, 2021 through June 30, 2022

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 21-22 Total	ROPS 21-22A (Jul - Dec)					21-22A Total	ROPS 21-22B (Jan - Jun)					21-22B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$52,633,123		\$14,618,752	\$-	\$5,640,921	\$633,423	\$20,500	\$250,000	\$6,544,844	\$-	\$-	\$-	\$8,073,908	\$-	\$8,073,908
3	2005 Taxable Housing Parity Bonds	Bonds Issued On or Before 12/31/10	08/02/2005	08/01/2026	US Bank National Association	2005 Taxable Housing Parity Bonds	Low/Mod Income	10,451,663	N	\$1,693,446	-	1,483,463	-	-	-	\$1,483,463	-	-	-	209,983	-	\$209,983
4	2006 Tax Allocation Refunding Parity Bonds	Bonds Issued On or Before 12/31/10	07/17/2006	07/15/2026	US Bank National Association	2006 Tax Allocation Refunding Parity Bonds	Industrial Project Area	20,141,011	N	\$3,666,960	-	1,815,936	-	-	-	\$1,815,936	-	-	-	1,851,024	-	\$1,851,024
5	2006 Subordinate Lien Tax Alloc. Ref. Bonds	Bonds Issued On or Before 12/31/10	04/05/2005	06/01/2026	US Bank National Association	2006 Subordinate Lien Tax Alloc. Ref. Bonds	Industrial Project Area	8,877,875	N	\$1,487,476	-	1,308,863	-	-	-	\$1,308,863	-	-	-	178,613	-	\$178,613
7	Fiscal Agent Fees	Fees	08/02/2005	08/01/2026	US Bank National Association	Fees for Fiscal Agent Services	Industrial & Low/Mod Projects	88,250	N	\$18,000	-	-	-	14,000	-	\$14,000	-	-	-	4,000	-	\$4,000
8	Bond Arbitrage Calculation	Fees	11/21/2002	08/01/2026	BLX Group, Willdan Financial Services	Fees for Bond Arbitrage Calculations	Industrial & Low/Mod Projects	4,000	N	\$4,000	-	-	-	4,000	-	\$4,000	-	-	-	-	-	\$-
11	Reserve Obligations for Bonds	Reserves	11/21/2002	08/01/2026	US Bank National Association	Reserve Obligations for Bonds	Industrial & Low/Mod Projects	5,721,529	N	\$5,721,529	-	-	-	-	-	\$-	-	-	-	5,721,529	-	\$5,721,529
13	Successor Agency Administrative/Operational Costs	Admin Costs	02/01/2012	08/01/2026	City of Irwindale	Payroll & benefits for employees, legal services, financial/ staffing consulting services, and overhead costs required for Agency wind-down/ transition as detailed in Successor Agency Administrative Budget	Industrial Project Area	1,000,000	N	\$250,000	-	-	-	-	250,000	\$250,000	-	-	-	-	-	\$-
16	Environmental Due Diligence, Review, and	Property Dispositions	02/01/2012	08/01/2026	Environmental Consultants	Preparation of properties for disposition by	Industrial Project Area	413,980	N	\$413,980	-	-	413,980	-	-	\$413,980	-	-	-	-	-	\$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 21-22 Total	ROPS 21-22A (Jul - Dec)					21-22A Total	ROPS 21-22B (Jan - Jun)					21-22B Total	
											Fund Sources						Fund Sources						
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
	Documentation - Property Disposition by Successor Agency					Successor Agency - Environmental Due Diligence, Review, and Documentation																	
17	Engineering Support Services - Property Disposition by Successor Agency	Property Dispositions	02/01/2012	08/01/2026	Engineering Consultants, City of Irwindale Staffing	Preparation of agency properties for disposition by Successor Agency - Engineering Support Services	Industrial Project Area	129,750	N	\$129,750	-	-	129,750	-	-	\$129,750	-	-	-	-	-	-	\$-
18	Valuation Estimates & Property Disposition - Property Disposition by Successor Agency	Property Dispositions	02/01/2012	08/01/2026	Appraisers, Brokers	Preparation of agency properties for disposition by Successor Agency - Appraisal Services	Industrial Project Area	73,286	N	\$73,286	-	-	73,286	-	-	\$73,286	-	-	-	-	-	-	\$-
19	Interim Property Management / Lease Administration Services / Property Disposition - Property Disposition by Successor Agency	Property Dispositions	02/01/2012	08/01/2026	Property Agents, City of Irwindale, Maintenance Contractors	Preparation of agency properties for disposition by Successor Agency - Interim Property Management / Lease Administration	Industrial Project Area	16,407	N	\$16,407	-	-	16,407	-	-	\$16,407	-	-	-	-	-	-	\$-
21	Weed Abatement Services for Successor Agency Assets/ Properties	Property Maintenance	02/01/2012	08/01/2026	Los Angeles County	Contract for Weed Abatement Services for Successor Agency Assets/ Properties	Industrial Project Area	70,000	N	\$16,000	-	-	-	-	-	\$-	-	-	-	-	16,000	-	\$16,000
22	Property Maintenance for Successor Agency Assets/ Properties	Property Maintenance	02/01/2012	08/01/2026	Edison, Valley County Water, etc.	Water, Electricity, Maintenance, etc. for Successor Agency Assets/	Industrial Project Area	25,000	N	\$5,000	-	-	-	2,500	-	\$2,500	-	-	-	-	2,500	-	\$2,500

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 21-22 Total	ROPS 21-22A (Jul - Dec)					21-22A Total	ROPS 21-22B (Jan - Jun)					21-22B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
						Properties																
32	2014 Tax Allocation Refunding Parity Bonds	Bonds Issued After 12/31/10	05/08/2014	07/15/2025	US Bank National Association	Bonds issued to fund non-housing projects	Industrial Project Area	4,096,150	N	\$818,100	-	757,550	-	-	-	\$757,550	-	-	-	60,550	-	\$60,550
33	2014 Taxable Housing Tax Allocation Refunding Parity Bonds	Bonds Issued After 12/31/10	05/08/2014	08/01/2025	US Bank National Association	Bonds issued to fund housing projects	Low/Mod Income	1,501,722	N	\$300,318	-	275,109	-	-	-	\$275,109	-	-	-	25,209	-	\$25,209
34	Continuing Disclosure Costs	Fees	08/02/2005	08/01/2026	Willdan Financial Services	Continuing Disclosures for Bonds	Industrial&Low/Mod	22,500	N	\$4,500	-	-	-	-	-	\$-	-	-	-	4,500	-	\$4,500

Irwindale
Recognized Obligation Payment Schedule (ROPS 21-22) - Report of Cash Balances
July 1, 2018 through June 30, 2019
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 18-19 Cash Balances (07/01/18 - 06/30/19)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/18) RPTTF amount should exclude "A" period distribution amount.	6,122,696	2		11,217,180	2,446,437	
2	Revenue/Income (Actual 06/30/19) RPTTF amount should tie to the ROPS 18-19 total distribution from the County Auditor-Controller	126,392			5,672,331	8,345,314	
3	Expenditures for ROPS 18-19 Enforceable Obligations (Actual 06/30/19)				5,426,969	2,840,781	
4	Retention of Available Cash Balance (Actual 06/30/19) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,455,528	2			5,490,805	
5	ROPS 18-19 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 18-19 PPA form submitted to the CAC		No entry required			14,098	
6	Ending Actual Available Cash Balance (06/30/19) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$2,793,560	\$-	\$-	\$11,462,542	\$2,446,067	

Irwindale
Recognized Obligation Payment Schedule (ROPS 21-22) - Notes
July 1, 2021 through June 30, 2022

Item #	Notes/Comments
3	
4	
5	
7	
8	
11	
13	
16	
17	
18	
19	
21	
22	
32	
33	
34	

EXHIBIT "B"

ADMINISTRATIVE BUDGET
JULY 1, 2021 – JUNE 30, 2022

EXHIBIT B

SUCCESSOR AGENCY FISCAL YEAR 2021-22 ADMINISTRATIVE BUDGET

	<u>Annual Budget</u>
Administrative Overhead:	
Office Supplies, Utilities, Insurance, Computer Supplies, etc.	55,000.00
 Ongoing Administrative Functions:	
Legal Counsel	50,000.00
Audit Services and State Reportings	10,000.00
Professional Consulting Services	30,000.00
Debt Service Administration	10,000.00
Oversight Board Administration	20,000.00
State/County Correspondence and Coordination	25,000.00
Accounting and Financial Services	50,000.00
 Grand Total:	 <u><u>250,000.00</u></u>

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

HA ITEM 1A1

**DECEMBER 9, 2020
WEDNESDAY
9:08 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, Interim Board Attorney; Theresa Olivares, Assistant Executive Director; Ty Henshaw, Chief of Police; Eva Carreon, Director of Finance; Arsanious Hanna, City Engineer; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

**SPONTANEOUS
COMMUNICATIONS**

DENA ZEPEDA

Dena Zepeda requested an update into the research of housing programs and her allegations of corruption against staff.

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. The motion was unanimously approved; Board Member Breceda and Chair Ortiz abstaining on Item Nos. 1B and 1C.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held November 11, 2020

ITEM NO. 1B
CONSIDERATION OF
APPROVAL –
SUBORDINATION OF
HOME PURCHASE
LOAN AT 16023
CALLE BRECEDA

**CONSIDERATION OF APPROVAL – SUBORDINATION OF HOME
PURCHASE LOAN AT 16023 CALLE BRECEDA**

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

ITEM NO. 1C
APPROVAL OF THE
AMENDED PURCHASE
AND SALE AGREEMENT

**APPROVAL OF THE AMENDED PURCHASE AND SALE
AGREEMENT FOR THE PROPERTY LOCATED AT 4605 NORA
AVENUE**

FOR THE PROPERTY
LOCATED AT 4605
NORA AVENUE

RESOLUTION NO.
HA 2020-15-098
ADOPTED

Resolution No. HA 2020-15-098, entitled:

“A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY BOARD APPROVING AMENDED AGREEMENT FOR PURCHASE AND SALE OF RESIDENTIAL REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS,” was passed, approved, and adopted.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:11 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary