CITY OF IRWINDALE

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

H. MANUEL ORTIZ
MAYOR

LARRY G. BURROLA
MAYOR PRO TEM

ALBERT F. AMBRIZ
COUNCILMEMBER

MARK A. BRECEDA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

JANUARY 27, 2021

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

IRWINDALE CITY COUNCIL CHAMBER

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

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

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

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



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

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

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL

SPECIAL MEETING - CLOSED SESSION – 5:30 P.M.

A. **CALL TO ORDER**

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

SPONTANEOUS COMMUNICATIONS

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

C. REPORT FROM JANUARY 13, 2021 CLOSED SESSION

D. RECESS TO CLOSED SESSION

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

   A) Case Name: Ronald Austin v. Irwindale Police Department
   Case Number: LASC Case No. 2OSTCP00105

   B) Case Name: Golden State Environmental Justice Alliance v. City of Irwindale, et. al.
   Case Number: 20STPCP04070

2. Public Employee Performance Evaluation
   Pursuant to California Government Code Section 54957

   Title: City Manager

E. RECONVENE IN OPEN SESSION

F. REPORT FROM CLOSED SESSION

G. ADJOURNMENT

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

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

E. CHANGES TO THE AGENDA

F. COUNCIL MEMBER TRAVEL REPORTS

G. COUNCILMEMBER COMMENTS

H. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

I. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1) Chamber of Commerce Business of the Month – Budget Blinds of San Gabriel

2) 2020 Energy Champion Awards for Energy Efficiency to the City of Irwindale for reaching the Gold level

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 January 13, 2021

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Approval of Plans and Specifications for the 2020-2021 Resurfacing Project; P-1026

Recommendation: (1) approve the 2020-2021 Resurfacing Project and find it categorically exempt from the provisions of the California Environmental Quality Act; (2) approve the plans and specification for the 2020-2021 Resurfacing Project; and (3) authorize staff to solicit bids for construction of the project.

D. Investment Quarterly Report for December 31, 2020 (Joint Item on Successor Agency & Housing Authority)

Recommendation: Receive and file the Investment Quarterly Report for December 31, 2020.

E. Approval of a professional service contract for Civil/Geotechnical Engineering services for (1) Surface Mining and Reclamation Act of 1975 (SMARA) compliance of mining pits, (2) review of grading permits for inert backfill operation of mine pits, (3) reclamation oversight of City-owned pits, and (4) Geotechnical Engineering support for the City of Irwindale

Recommendation: Authorize the City Manager to execute a professional contract agreement with Geo-Logic Associates, Inc. in the amount of $804,300 for Civil Engineering/Geotechnical Engineering Services for (1) SMARA compliance of mining pits, (2) Review of Grading Permits for inert backfill operation of mining pits, (3) Reclamation oversight of City-owned pits, and (4) Geotechnical Engineering Technical Support Services to prepare and develop geotechnical mining policy.

2. NEW BUSINESS

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

A. Irwindale Park Bench Dedication – Ms. Rose Guerrero (Requested by Councilmembers Ambriz & Garcia)

Recommendation: 1) Authorize staff to work with a member of Ms. Guerrero's family to identify the park bench for the memorial; and 2) Direct staff to amend the City of Irwindale Dedication Plaque and Paver Policy to allow for park bench dedications, or develop a new Park Bench Dedication Policy.

B. Irwindale Swimming Pool Operations and Maintenance (Requested by Councilmember Ambriz)

Recommendation: Provide direction to staff as to whether any organizational changes are required regarding the Irwindale Swimming Pool operations and maintenance.

C. Mid-Year Financial Review and Adjustments to the FY 2020-2021 Budget (Joint Item on Housing Authority)

Recommendation: That the City Council **adopt Resolution No. 2021-18-3280 and HA 2021-01-100** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE IRWINDALE HOUSING AUTHORITY BOARD APPROVING ADJUSTMENTS TO THE BUDGET FOR FISCAL YEAR 2020-2021".

3. PUBLIC HEARINGS

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

4. CITY MANAGER'S REPORT

5. AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

6. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held January 13, 2021

B. Warrants

Recommendation: Approve

C. Investment Quarterly Report for December 31, 2020 (Joint Item on City Council & Housing Authority)

Recommendation: Receive and file the Investment Quarterly Report for December 31, 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

HOUSING AUTHORITY

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Special meeting held December 21, 2020
2. Regular meeting held January 13, 2021

B. Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance – 16128 Calle de Paseo, Irwindale, CA 91706

Recommendation: 1. Approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance for the property located at 16128 Calle de Paseo, Irwindale, CA 91706; and 2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

C. Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance – 16038 Peppertree Lane, Irwindale, CA 91706

Recommendation: 1. Approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance for the property located at 16038 Peppertree Lane, Irwindale, CA 91706; and 2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

D. Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance – 4816 Sabre Lane, Irwindale, CA 91706

Recommendation: 1. Approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance for the property located at 4816 Sabre Lane, Irwindale, CA 91706; and 2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

E. Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance – 16039 Martinez Street, Irwindale, CA 91706

Recommendation: 1. Approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance for the property located at 16039 Martinez Street, Irwindale, CA 91706; and 2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

F. Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance – 2412 Citrus View Avenue, Irwindale, CA 91010

Recommendation: 1. Approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance for the property located at 2412 Citrus View Avenue, Irwindale, CA 91010; and 2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

G. Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance – 16051 Calle Breceda, Irwindale, CA 91706

Recommendation: 1. Approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance for the property located at 16051 Calle Breceda , Irwindale, CA 91706; and 2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

H. Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement, and Substitution of Trustee and Full Reconveyance – 16028 Calle de Paseo, Irwindale, CA 91706

Recommendation: 1. Approve the Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement, and Substitution of Trustee and Full Reconveyance for the property located at 16028 Calle de Paseo, Irwindale, CA 91706; and 2. Authorize the Executive Director to

execute the Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

I. Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance – 2439 Ruelas Street, Irwindale, CA 91010

Recommendation: 1. Approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance for the property located at 2439 Ruelas Street, Irwindale, CA 91010; and 2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

J. Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement, and Substitution of Trustee and Full Reconveyance – 5138 Ayon Avenue, Irwindale, CA 91706

Recommendation: 1. Approve the Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement, and Substitution of Trustee and Full Reconveyance for the property located at 5138 Ayon Avenue, Irwindale, CA 91706; and 2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

K. Investment Quarterly Report for December 31, 2020 (Joint Item on City Council & Successor Agency)

Recommendation: Receive and file the Investment Quarterly Report for December 31, 2020.

2. NEW BUSINESS

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

A. Update on Mayans Housing Project (Verbal)

B. Mid-Year Financial Review and Adjustments to the FY 2020-2021 Budget (Joint Item on City Council)

Recommendation: That the City Council **adopt Resolution No. 2021-18-3280 and HA 2021-01-100** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE IRWINDALE HOUSING AUTHORITY BOARD APPROVING ADJUSTMENTS TO THE BUDGET FOR FISCAL YEAR 2020-2021".

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 27, 2021, be posted at the City Hall, Library, and Post Office on January 21, 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

JANUARY 13, 2021
WEDNESDAY
5:30 P.M.

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

ROLL CALL:

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

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

RECESS TO CLOSED SESSION

At 5:30 p.m., the City Council recessed to Closed Session to discuss the following:

Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: City Manager

ACTION: Discussed; no reportable action taken

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

ACTION: Information provided; no action taken

Liability Claims (Worker's Compensation)
Pursuant to Government Code Section 54956.95

Claimant: Mario Camacho

Agency claimed against: City of Irwindale

ACTION: Information provided; no action taken

RECONVENE IN OPEN SESSION

At 6:35 p.m., the City Council reconvened in Open Session.

CHANGES TO THE AGENDA

No changes.

COUNCILMEMBER TRAVEL REPORTS

None.

COUNCILMEMBER COMMENTS

None.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

PLAQUE PRESENTATION TO ITAC MEMBERS	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
MAYOR ORTIZ	Mayor Ortiz provided background information on the Irwindale Technical Advisory Committee ("ITAC") members and presented the plaque.
COUNCIL COMMENTS	The Councilmembers each acknowledged the many achievements made by the ITAC and thanked the members for their hard work.
CITY ENGINEER HANNA	City Engineer Hanna thanked the Council for recognizing the ITAC and expressed his appreciation for all their efforts.
CITY MANAGER TAM	City Manager Tam reflected on his collaboration with the ITAC and expressed his admiration of the members.
PRESENTATION OF CERTIFICATE OF APPOINTMENT TO PARKS & RECREATION COMMISSIONER TERESA ORTIZ	PRESENTATION OF CERTIFICATE OF APPOINTMENT TO PARKS & RECREATION COMMISSIONER TERESA ORTIZ The presentation was made.

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA	Dena Zepeda requested an easy-to-understand budget for the Recreation Department, requested that the Recreation Department

be audited, and stated that the removal of the cross from the City logo, which she alleges has been removed from the City's social media posts, is offensive to her as a Christian.

CONSENT CALENDAR

MOTION

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

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held December 9, 2020

ITEM NO. 1B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
2ND READING OF ORDINANCE NO. 754 PERTAINING TO AMENDMENT OF THE RECLAMATION FUND CAP AND ANNUAL TRANSFERS

2nd READING OF ORDINANCE NO. 754 PERTAINING TO AMENDMENT OF THE RECLAMATION FUND CAP AND ANNUAL TRANSFERS

ORDINANCE NO. 754 ADOPTED 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," was adopted.

ITEM NO. 1D
ACCEPTANCE AND APPROPRIATION OF HIGH-SPEED BROADBAND IN CA LIBRARIES GRANT YEAR 6

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

RESOLUTION NO. 2021-03-3265

Resolution No. 2021-03-3265, entitled:

ADOPTED

"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," was adopted.

ITEM NO. 1E
DECLARATION OF SURPLUS EQUIPMENT

DECLARATION OF SURPLUS EQUIPMENT

The declaration of surplus equipment was received and filed.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A
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

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

HUMAN RESOURCES MANAGER HULL

Human Resources Manager Hull presented the staff report.

DENA ZEPEDA

Dena Zepeda stated her opposition of front-line workers receiving the COVID-19 vaccine, and asked if the vaccine will be made available to Irwindale residents, to which Manager Hull advised that Irwindale will receive the same level of services from the County of Los Angeles as other cities with regard to the vaccine.

COUNCILMEMBER GARCIA

Councilmember Garcia asked where Irwindale first responders receive their vaccines, to which Manager Hull advised that they are being administered at Kaiser and Pomona Valley Hospital.

RESOLUTION NO. 2021-02-3264
ADOPTED

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," was passed, approved, and adopted, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved.

ITEM NO. 2B
APPOINTMENT OF A SENIOR CITIZEN COMMISSIONER

APPOINTMENT OF A SENIOR CITIZEN COMMISSIONER

CHIEF DEPUTY CITY CLERK NIETO

Chief Deputy City Clerk Nieto presented the staff report.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz suggested that, in the interest of fairness and transparency, the vacancy be re-advertised in order to give residents another opportunity to apply.

COUNCILMEMBER BRECEDA

Responding to a question by Councilmember Breceda, Chief Deputy City Clerk Nieto advised that one of the previous applicants for this vacancy did not meet the age requirement.

MOTION

A motion was made by Councilmember Ambriz to re-advertise the vacancy to city residents in order to give them another opportunity to apply.

COUNCILMEMBER GARCIA

Councilmember Garcia stated that applications from qualified applicants have already been received, and requested to make a nomination.

DENA ZEPEDA

Dena Zepeda concurred with Councilmember Garcia and questioned the need to postpone an appointment.

ROLL CALL

The above-mentioned motion was seconded by Mayor Pro Tem Burrola and was adopted on roll call vote, with Councilmember Ambriz, Mayor Pro Tem Burrola, and Mayor Ortiz in favor; Councilmembers Breceda and Garcia opposed.

ITEM NO. 3C
RESOLUTION RE: HOWITZER ANTI-TANK GUN

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.

COMMUNITY DEVELOPMENT MANAGER SIMPSON

Community Development Manager Simpson presented the staff report, and noted several minor revisions to the draft resolution.

COUNCILMEMBER BRECEDA

Councilmember Breceda stated that an Azusa City Councilmember expressed his belief that the anti-tank gun belongs to Azusa, to which City Manager Tam advised that the applicant has conducted the necessary research and has found that the gun belongs to the U.S. Army.

MAYOR ORTIZ

Mayor Ortiz asked about the agreement verbiage, to which Manager Simpson clarified that the US. Army is proposed to turn over the gun to the City, and that the maintenance agreement would turn responsibility of the gun to the applicant, while providing city staff access to it.

RESOLUTION NO. 2021-17-3279 ADOPTED

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," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved.

PUBLIC HEARINGS

ITEM NO. 3A PROPOSED USE OF THE CDBG ALLOCATION FOR FY 2021-2022

PROPOSED USE OF THE CDBG ALLOCATION FOR FY 2021-2022

FINANCE MANAGER DURAN

Finance Manager Duran presented the staff report.

OPEN PUBLIC HEARING

At 7:30 p.m., Mayor Ortiz opened the public hearing.

DENA ZEPEDA

Dena Zepeda asked about budgeting for the Senior Center, to which Finance Manager Duran advised that a budget is set for the Senior

Center's nutrition program, where a portion would be covered by this item and the rest would be paid with General Fund monies.

CLOSE PUBLIC HEARING

There being no additional speakers, Mayor Ortiz closed the public hearing at 7:32 p.m.

RESOLUTION NO. 2021-01-3263 ADOPTED

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," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Breceda, seconded by Mayor Pro Tem Burrola, and unanimously approved.

CITY MANAGER'S REPORT

CITY MANAGER TAM

City Manager Tam reported that 205 Irwindale residents have contracted COVID-19 since the start of the pandemic, and urged everyone to follow public health guidance to try to avoid the virus.

AGENDA ITEM REQUESTS BY COUNCILMEMBERS

MOTION

A motion was made by Councilmember Ambriz to dedicate a park bench in memory of Rosie Guerrero.

COUNCILMEMBER GARCIA

Councilmember Garcia requested that information regarding the naming of park benches be included in the same staff report.

ROLL CALL

The above-mentioned motion was seconded by Mayor Pro Tem Burrola and was unanimously approved on roll call vote.

MAYOR ORTIZ

Mayor Ortiz requested that staff look into adding Joe Vela's name to the Veteran's Monument, as he has previously served as a Crossing Guard for the City for several years.

CITY MANAGER TAM

City Manager Tam indicated that staff would follow-up on the request.

MAYOR ORTIZ

Mayor Ortiz also asked whether the Irwindale Community Foundation would hold another food drive if sufficient funding is available, to which Councilmember Ambriz, who sits on the Board of the Foundation, stated that he would bring up the request for Board consideration at its next meeting.

MOTION

A motion was made by Councilmember Ambriz, seconded by Mayor Pro Tem Burrola, to direct staff to research the feasibility of setting up the Swimming Pool Facility as its own department, separate from the Recreation Department. The motion was approved: Councilmember Ambriz, Mayor Pro Tem Burrola, and Mayor Ortiz in favor; Councilmembers Breceda and Garcia opposed.

RECESS TO CLOSED SESSION

At 7:40 p.m., the Council recessed to Closed Session.

RECONVENE IN OPEN SESSION

At 7:56 p.m., the Council reconvened in Open Session with all members present.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:57 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC ITEM 1B

Electronic Payments

January 2021

January 1 - 15, 2021

Number	Vendor Name	Date	Amount
ACH	CalPERS-Medical	1/1/2021	245,741.49
ACH	CalPERS	1/4/2021	331.63
ACH	CalPERS	1/6/2021	6,501.24
ACH	CalPERS	1/6/2021	71,443.32
ACH	EDD	1/6/2021	16,708.88
ACH	Federal Tax	1/6/2021	50,148.39
ACH	Nationwide-457 Plan & Trust	1/14/2021	28,527.93
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	1/14/1900	2,902.00
ACH	PARS-Public Agency Retirement Services	1/13/2021	5,120.00
ACH	ICMA	1/14/2021	10.39
ACH	PARS-FT	1/14/2021	495.84
ACH	PARS-FT	1/14/2021	16,913.68
ACH	PARS-PT	1/14/2021	531.67
		Report Total:	445,376.46

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 1/21/2021 1:31 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73147	AMERIFID	American Fidelity Assurance	01/07/2021	6,259.96
73148	AT&T06	AT & T	01/07/2021	43.27
73149	AZUSALW	Azusa Light & Water	01/07/2021	585.23
73150	BANKOF03	Bank of The West	01/07/2021	7,360.43
73151	FRAER01	Laura Fraer Snyder	01/07/2021	1,500.00
73152	FRONT01	Frontier Communications	01/07/2021	274.36
73153	GASCOM	Gas Company, The	01/07/2021	1,538.18
73154	SOUTHE17	Golden State Water Company	01/07/2021	1,297.66
73155	HOMEDE	Home Depot Credit Services	01/07/2021	299.96
73156	LIEBERT	Liebert Cassidy Whitmore	01/07/2021	475.00
73157	NATION23	National Union Fire Insurance	01/07/2021	600.27
73158	NEST01	Nestle Waters North America	01/07/2021	392.48
73159	NIETO01	Laura Nieto	01/07/2021	322.00
73160	PARMA01	Public Agency Risk Managers	01/07/2021	248.00
73161	SMART&	Smart & Final	01/07/2021	20.59
73162	SCE02	Southern California Edison	01/07/2021	12,314.34
73163	STANDA01	Standard Insurance Co. RV	01/07/2021	424.45
73164	STANDA03	Standard Insurance Company	01/07/2021	2,000.68
73165	TAPIA11	Sylvia Tapia	01/07/2021	401.00
73166	VALLEY09	Valley View Mutual Water Co.	01/07/2021	72.53
73167	CALIFO56	California State Disbursement Unit	01/07/2021	604.15
73168	ICEA	Irwindale City Employee Assoc.	01/07/2021	946.00
73169	AMERIC34	American Fidelity Assurance Co	01/14/2021	2,498.67
73170	AT&T06	AT & T	01/14/2021	1,668.61
73171	BRAVO01	Jesus Bravo	01/14/2021	164.24
73172	BURTON01	Michelle Burton	01/14/2021	2,844.00
73173	CALIFO02	California American Water	01/14/2021	513.59
73174	CITY&C	CCEA	01/14/2021	300.00
73175	CHARTE01	Charter Communications	01/14/2021	275.98
73176	SOUTHE17	Golden State Water Company	01/14/2021	1,152.63
73177	LEGAL03	Legal Shield	01/14/2021	71.80
73178	LIEBERT	Liebert Cassidy Whitmore	01/14/2021	1,639.00
73179	SCFUELS	SC Fuels	01/14/2021	3,729.74
73180	SCE02	Southern California Edison	01/14/2021	18,229.10
73181	TAMKWO	William K. Tam	01/14/2021	1,400.00
73182	VALLEY01	Valley County Water District	01/14/2021	9,235.89
73183	verizonw	Verizon Wireless	01/14/2021	2,451.74
73184	VISION01	Vision Service Plan - (CA)	01/14/2021	4,731.40
73185	CALIFO56	California State Disbursement Unit	01/14/2021	604.15
73186	ADVANT	Advantage Ford	01/27/2021	406.52
73187	ALLO1	All American Asphalt	01/27/2021	42,471.85
73188	ALLISO01	Allison Mechanical, Inc	01/27/2021	2,897.05
73189	AZUSAP01	Azusa Plumbing Supply	01/27/2021	89.77
73190	B&BTIR	B & B Tires Service	01/27/2021	20.00
73191	BAKER01	Baker & Taylor Books	01/27/2021	200.83
73192	BATE01	Bateman Community Living, LLC	01/27/2021	2,252.85
73193	BILLST	Bill's Truck Repair, Inc.	01/27/2021	318.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73194	BLACKA	Black & White Emergency Vehicles	01/27/2021	1,369.70
73195	BRITEW	BriteWorks, Inc.	01/27/2021	1,300.00
73196	CARAH01	Carahsoft Technology Corporation	01/27/2021	488.25
73197	CASTA02	Esteban Castaneda	01/27/2021	760.00
73198	CDW01	CDW Government	01/27/2021	8,978.77
73199	CEM01	CEM Construction Corporation	01/27/2021	278,828.75
73200	CHRISN01	Chris Nelson & Associates, Inc.	01/27/2021	101,359.80
73201	CINTAS	Cintas Corporation #693	01/27/2021	257.12
73202	CPRSCA	CPRS Park & Recreation	01/27/2021	185.00
73203	CUMMINS	Cummins-Allison Corp	01/27/2021	202.65
73204	DELONG	Delong Unlimited	01/27/2021	59.54
73205	DESIGN04	Design Concepts Consulting, Inc.	01/27/2021	6,885.00
73206	BALLOO	Carol Diess	01/27/2021	15.00
73207	EG01	E. G. Brennan & Co. Corp.	01/27/2021	169.00
73208	ELITEE	Elite Elevator, Inc.	01/27/2021	350.00
73209	EMERGE04	Emergency Response	01/27/2021	2,100.00
73210	FCG01	FCG Consultants Inc.	01/27/2021	43,871.39
73211	FEDEX	FedEx	01/27/2021	89.11
73212	GEOLOG	Geologic Associates	01/27/2021	45,634.50
73213	HASA01	Hasa Inc.	01/27/2021	784.72
73214	IRWIND21	Irwindale Hand Wash & Auto Detail	01/27/2021	669.64
73215	JCSPLU	JC's Plumbing & Backflow Svc	01/27/2021	195.00
73216	JUSTIRE	Just Tires	01/27/2021	1,186.41
73217	KJSERV01	KJ Services Enviromental Consulting LLC	01/27/2021	42.50
73219	LEES01	Lee's Batteries & Auto Parts	01/27/2021	54.75
73220	LEWISE	Lewis Engraving, Inc.	01/27/2021	165.38
73221	MAINTE01	Maintex	01/27/2021	1,369.51
73222	CALIBE01	Lawrence E. Marino	01/27/2021	1,954.13
73224	MOUNT01	Mountain View Tire & Service Inc.	01/27/2021	147.18
73225	OFFICE03	Office Depot	01/27/2021	80.47
73226	ORKINP	Orkin Pest Control	01/27/2021	89.00
73227	OVER01	OverDrive, Inc.	01/27/2021	1,500.00
73228	PHASEII	PARS	01/27/2021	1,750.00
73229	PRAXAI	Praxair	01/27/2021	71.45
73230	RECPRO01	RecPro Systems, Inc	01/27/2021	1,475.00
73231	RETT01	Rett's Automotive	01/27/2021	115.38
73232	RICOH01	Ricoh USA, Inc	01/27/2021	913.13
73233	SCFUELS	SC Fuels	01/27/2021	3,575.99
73234	SIERRA01	Sierra Chevrolet	01/27/2021	112.30
73235	SOCAL03	SoCal SealCoat Solutions, LLC	01/27/2021	1,410.48
73236	SANGAB11	Southern California News Group	01/27/2021	260.00
73237	SUNBEL02	Sunbelt Rentals	01/27/2021	672.44
73238	TEDJOH	Ted Johnson Propane	01/27/2021	123.76
73239	UNITED11	United Site Services of CA Inc	01/27/2021	539.99
73240	VISTA01	Vista Paint Corporation	01/27/2021	516.70
73241	WALT01	Walters Wholesale Electric Co.	01/27/2021	142.34
73242	WESTCO05	West Coast Arborists, Inc.	01/27/2021	1,530.00
73243	LANDSC	Landscape Warehouse III	01/27/2021	41.64
73244	MERCUR	Mercury Fence Co., Inc.	01/27/2021	250.00
			Report Total (96 checks):	652,790.82

CC ITEM 1C

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

City of IRWINDALE
AGENDA REPORT

Date: January 27, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Approval of Plans and Specifications for the 2020-2021 Resurfacing Project; P-1026

City Manager's Recommendation:

1) APPROVE THE 2020-2021 RESURFACING PROJECT.
2) APPROVE THE PLANS AND SPECIFICATION FOR THE PROJECT.
3) AUTHORIZE STAFF TO SOLICIT BIDS FOR CONSTRUCTION OF THE PROJECT.
4) FIND THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

Administrative Action:

Submitted by:
Arsanious Hanna, City Engineer/ Building Official

Electronically Approved
by City Engineer

Prepared by:
Daniel Co, Assistant Engineer
(626) 430-2296

Reviewed by:
Adrian R. Guerra, City Attorney

Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:
William Tam, City Manager

Background and Analysis:

The 2020-2021 Resurfacing Project ("Project") is identified in the City's Capital Improvement Program to provide the required maintenance of the City street system.

The Project extends the life of City streets and minimizes costly repairs, such as reconstruction. This year's Project includes the resurfacing of Buena Vista Street from Avenida Barbosa to City Limits and Avenida Barbosa.

Public Works Engineering staff has prepared the design plans and specifications for the Project, which includes a necessary bid package to advertise and solicit bids per Section 3.44.110 of the City's Municipal Code and applicable sections of the California Public Works Contract Code. The scope of work for the Project comprises of cold milling the existing asphalt, resurfacing with conventional asphalt, re-striping, traffic signal loop installation and adjusting utility manholes.

A set of the Project plans and specifications for the 2020-2021 Resurfacing Project is available for review in the City Engineer's Office.

Upon approval by the City Council, the Project will be advertised in February 2021, with an expected award of contract scheduled for City Council consideration in March 2021.

This Project is categorically exempt as it consists of repair and maintenance of "existing highways and streets, sidewalks, gutters", pursuant to Section 15301(c) of CCR, Title 14, Division 6, Chapter 3 "Guidelines for Implementation of the California Environmental Quality Act".

Fiscal Impact:

Funding for this Project is budgeted in the FY 2020/2021 CIP Budget as the 2020-2021 Resurfacing Program. The Project is funded by the Mining Impact Fund, Gas Tax, Prop C, TDA, Measure R and Measure M funds, and accounted for in the Capital Projects Fund 48 (Account Number 48-80-800-45300-8343).

CC ITEM 1D
SA ITEM 1C
HA ITEM 1K

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

City of
IRWINDALE
AGENDA REPORT

Date: January 27, 2021

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

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

Issue: Investment Quarterly Report for December 31, 2020.

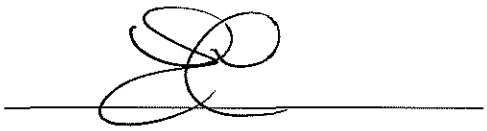
City Manager/Executive Director's Recommendation:

Receive and file the Investment Quarterly Report for December 31, 2020.

Administrative Action:

Submitted by:

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



Prepared by:

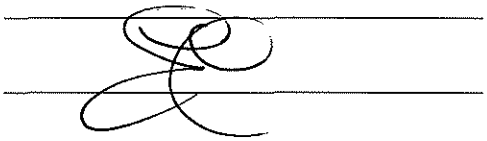
Jeanette Duran, Finance Manager

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney/Authority Counsel

Electronically Approved



Eva Carreon, Finance Director/City Treasurer

Approved by:

William K. Tam, City Manager/Executive Director



Background and Analysis:

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

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

The attached Investment Report summarizes the cash balances and investments as of December 31, 2020 for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general account with Bank of the West also include all funds of the City and its agencies, which then also earn interest on the pooled cash balances.

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

The City's Investment Policy applies to all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority. As noted, these funds are pooled to maximize interest yields. The Reclamation Authority Board is not scheduled to meet again until March 10, 2021. Therefore, this same Investment Report will be included in the Reclamation Authority's Agenda for that meeting for review by the Reclamation Authority Board as well.

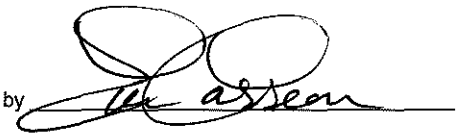
Fiscal Impact:
There is no fiscal impact to receive and file this report.

Attachment:
City of Irwindale Investment Report – December 31, 2020

CITY OF IRWINDALE
INVESTMENT REPORT
December 31, 2020

DESCRIPTION OF SECURITY	PAR VALUE/ ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
BANK OF THE WEST GENERAL ACCOUNT	$ 687,074	0.36%			$ 687,074	
LOCAL AGENCY INVESTMENT FUND (LAIF)	55,444,993	0.54%			$ 55,444,993	
US GOVERNMENT AGENCIES						
FEDERAL HOME LOAN MTG CORP (FHLMC)	5,000,000	1.88%	01/15/20	01/15/25	5,001,900	AAA
Sub-Total US Government Agencies:	5,000,000				5,001,900	
CERTIFICATES OF DEPOSIT						
LAKESIDE BK (LKSDB)	240,000	1.85%	06/22/17	03/22/21	240,984	
FIRSTRUST SVGS BK (SEMPRE)	240,000	1.90%	06/23/17	06/23/21	242,146	
MARINE BK (CIBH)	240,000	1.85%	06/29/17	06/29/21	242,162	
SIGNATURE BANK (COMMF)	240,000	1.85%	06/30/17	06/30/21	242,174	
GOLD COAST BANK (GDCOB)	240,000	1.90%	06/28/17	12/28/21	244,399	
CAPITAL ONE BANK (COF)	240,000	2.25%	12/29/16	12/29/21	245,261	
CITIZENS ST BK (CSBSH)	240,000	1.90%	06/30/17	12/30/21	244,423	
FIRST ST BANK (FRSTE)	240,000	2.00%	06/30/17	04/29/22	246,168	
BRIDGEWATER BK (BRDGW)	240,000	2.00%	06/29/17	06/29/22	246,898	
MARLIN BUSINESS BK (MRLN)	240,000	2.05%	06/29/17	06/29/22	247,078	
COMENITY CAP BK (ADSK)	240,000	2.25%	06/30/17	06/30/22	247,810	
Sub-Total Certificates of Deposit:	2,640,000				2,689,503	
Total City of Irwindale Investments (Pooled Funds):	**63,772,067**				**63,823,470**	
HOUSING AUTHORITY (Funds 11 & 12)						
BANK OF THE WEST GENERAL ACCOUNT	748,219	0.36%			748,219	
LOCAL AGENCY INVESTMENT FUND (LAIF)	14,454,251	0.54%			14,454,251	
	15,202,470				15,202,470	
SUCCESSOR AGENCY (Funds 50-66)						
BANK OF THE WEST GENERAL ACCOUNT	1,540,106	0.36%			1,540,106	
LOCAL AGENCY INVESTMENT FUND (LAIF)	7,210,400	0.54%			7,210,400	
	8,750,506				8,750,506	
GRAND TOTAL OF INVESTMENTS	**87,725,043**				**87,776,446**	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 10, 2020. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is **0.28** years, and the weighted average yield of the City's pooled investments at cost is **0.651%**. Market prices of securities are obtained directly through Bank of the West. Due to timing, Bank of the West General Account balances are pre-reconciled and yield rates are based on the prior month account analysis statement.

Approved by 

Eva Carreon, Director of Finance/City Treasurer

CC ITEM 1E

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

City of IRWINDALE
AGENDA REPORT

Date: January 27, 2021

To: Honorable Mayor and Members of the Irwindale City Council

From: William K. Tam, City Manager

Issue: Approval of a professional service contract for Civil/Geotechnical Engineering services for (1) Surface Mining and Reclamation Act of 1975 (SMARA) compliance of mining pits, (2) review of grading permits for inert backfill operation of mine pits, (3) reclamation oversight of City-owned pits, and (4) Geotechnical Engineering support for the City of Irwindale.

City Manager's Recommendation:

That the City Council authorize the City Manager to execute a professional service contract agreement with Geo-Logic Associates, Inc. in the amount of $804,300 for Civil Engineering/Geotechnical Engineering Services for (1) SMARA compliance of mining pits, (2) review of grading permits for inert backfill operation of mining pits, (3) reclamation oversight of City-owned pits, and (4) Geotechnical Engineering technical support services to prepare and develop geotechnical mining policy (this "Agreement").

Administrative Action:

Submitted by:
Arsanious Hanna
City Engineer/ Building Official

Electronically Approved

Prepared by:
Francisco Carrillo, Construction Compliance Manager
(626) 430-2251

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:

1. On Wednesday, November 25, 2020, the City of Irwindale Department of Public Works Engineering released a Request for Proposal (RFP) for a firm to conduct Civil /Geotechnical Engineering Services for mining related services. The three firms listed below were invited to participate in this RFP with a submittal deadline of Wednesday, December 23, 2020:

    1. Geo-Logic Associates
    2. Tetra Tech
    3. Converse Consultants

    On Wednesday, December 23, 2020, Staff received one (1) proposal in response to the RFP. The proposal was evaluated based on the consultant's technical competency, project understanding, experience, staff qualifications, and availability.

Firms	Proposal Cost	Ranking
Geo-Logic Associates	$268,100	1
Tetra Tech	No bid Received	2
Converse Consultants	No bid Received	3

2. Geo-Logic Associates was the only consultant that submitted a proposal, and therefore, it is Staff's recommendation that the contract for Civil Engineering/Geotechnical Engineering Services for mining related services be awarded to Geo-Logic Associates. This recommendation is based on Geo-Logic Associates' proposal as well as their extensive mining experience and knowledge, especially with SMARA Compliance.

3. Geo-Logic Associates has been the City's geotechnical consultant since 1998 assisting the City in dealing with geotechnical issues associated with the deep mining and reclamation of mining pits, both below and above water. Some of the past and current geotechnical support services provided by this consulting firm are outlined below:

    a) Provide technical oversight and assessment of ongoing mining activities to ensure compliance of SMARA.

    b) Provide technical review and analysis of quality control, quality assurance procedures and documentation as well as an assessment of regulation compliance on Grading Permits for Mine Reclamation Backfill on SMARA Pits.

    c) Provide as-needed reclamation oversight work on City-owned pits to ensure compliance with the Building Code Standard.

    d) Provide as-needed technical review and analysis for the City-owned Olive Pit Project.

    e) Provide Geotechnical Engineering support to address specific testing protocols and procedures for the mining and reclamation of SMARA pits and to prepare and develop geotechnical mining policy.

4. This Agreement will provide geotechnical engineering support to address specific testing protocols and procedures for the mining and reclamation of SMARA Pits. Geo-Logic Associates will also prepare and develop geotechnical engineering to establish mining policy related to backfilling of SMARA Pits, and will include the services of soils technicians as well as an equipped soils laboratory. The involvement and extensive nature of the work requires a qualified and well-established geotechnical consulting firm to complete these tasks. Geo-Logic Associates has been the City's geotechnical consultant since 1998 and has demonstrated quality work including an understanding of the mining and reclamation issues in City of Irwindale. More importantly, they are a key element in our geotechnical support team for our SMARA Mining Monitoring Program.

5. The following are the SMARA pits that are under this Agreement (collectively referred to as "SMARA Pits"):

		Acreages	Status	Name of Operator
i.	Vulcan Durbin Pit	330	Active/Re	Vulcan Material
ii.	Vulcan Reliance I/II Pits	122/89	Active/Re	Vulcan Material
iii.	Hanson Irwindale Pit	472	Active/Re	Hanson Aggregates
iv.	United Rock Pit #2	134	Idle/Re	United Rock
v.	United Rock Pit #3	110	Active	United Rock
vi.	United Rock Pit #4	46	Active	United Rock
vii.	Peck Road Gravel Pit	50	Active	Bubalo Construction
viii.	Azusa Western	19	Idle	Waste Management
ix.	Olive Pit	189	Active	United Rock
x.	Kincaid North	16	Grading	Five Points
xi.	South Kincaid	11	Grading	Five Points

6. As with the Grading Permits for Mine Reclamation Backfill Monitoring, the following are active permits that require monitoring per our City's Building Code Standard:

   i. GR08-007 Vulcan Reliance II/Phase II Reclamation.
   ii. GR08-013 Hanson 40-Acre Review.
   iii. GR08-014 Vulcan Durbin 110-Acre Reclamation.
   iv. GR19-001 United Rock Pit #2 Remediation.
   v. GR xxxxx Kincaid North Remediation & Grading
   vi. GR xxxxx Kincaid South Grading for Drainage Basin

7. The budget and the funding source for these geotechnical engineering services are listed below.

FY 2020-2021

Scope of Work	Funding Source	Budget
SMARA Compliance	Mining Deposits	$66,900
Grading Permits for Mine Reclamation Backfill	Grading Permit Fees	$92,700
Reclamation Oversight Work/City Meetings	Special Mining	$108,500
	TOTAL =	**$268,100**

FY 2021-2022

Scope of Work	Funding Source	Budget
SMARA Compliance	Mining Deposits	$ 66,900
Grading Permits for Mine Reclamation Backfill	Grading Permit Fees	$92,700
Reclamation Oversight Work/City Meetings	Special Mining	$108,500
	TOTAL =	**$268,100**

FY 2022-2023

Scope of Work	Funding Source	Budget
SMARA Compliance	Mining Deposits	$ 66,900
Grading Permits for Mine Reclamation Backfill	Grading Permit Fees	$92,700
Reclamation Oversight Work/City Meetings	Special Mining	$108,500
	TOTAL =	**$268,100**

Fiscal Impact:

Funding, in the amount of $180,000, for the services provided by this Agreement is included in the FY 2020-2021 Public Works Engineering Mining Impact Fund Budget to cover the work pertaining to Reclamation Oversight Work and miscellaneous Geotechnical Engineering Support Services. The remaining funding in the amount of $88,100 is to be paid from the Mining Permit and Inspection deposit accounts for all the related work in the SMARA Pits. These funds cover the work pertaining to SMARA Compliance inspection and Grading Permits for Reclamation Backfill. The remaining funding for services pertaining to future years after FY 2020-2021 will be included in the Public Works Engineering Mining Impact Fund Budgets for FY 2021/2022 and FY 2022/2023.

Attachment(s):

Contract Service Agreement with Consultant.

CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR
CIVIL/GEOTECHNICAL ENGINEERING SERVICES FOR 1) SURFACE MINING AND RECLAMATION ACT OF 1975 (SMARA) COMPLIANCE OF MINING PITS, (2) REVIEW OF GRADING PERMITS FOR INERT BACKFILL OPERATION OF MINE PITS, (3) RECLAMATION OVERSIGHT OF CITY-OWNED PITS, AND (4) GEOTECHNICAL ENGINEERING SUPPORT FOR CITY OF IRWINDALE

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 27th day of January, 2021, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and Geo-Logic Associates, Inc., a California corporation, located at 2777 East Guasti Road, Suite 1 Ontario, California 91761 (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of two hundred sixty eight thousand one hundred and 00/100 dollars ($268,100.00) for FY 2020-2021, two hundred sixty eight thousand one hundred and 00/100 dollars ($268,100.00) for FY 2021-2022, and two hundred sixty eight thousand one hundred and 00/100 dollars ($268,100.00) for FY 2022-2023 for a total contract amount of eight hundred four

thousand three hundred and 00/100 dollars ($804,300.00) (herein contract amount for each fiscal year, "Fiscal Year Contract Sum", and collectively, ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to twenty percent (20%) of the Contract Sum or Fifty Thousand Dollars ($50,000), whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, the term of this agreement can be extended for a twelve-month period with a written notice issued by the City Engineer.

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. 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. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant 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 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the

Consultant. 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. Consultant 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 and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, 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 by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant'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. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

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

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City , either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance

under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that

design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be

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

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

8. MISCELLANEOUS

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

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

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

Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests"

pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
William K. Tam, City Manager

ATTEST:

_____
Laura M. Nieto, Chief Deputy Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

GEO-LOGIC ASSOCIATES, INC., a California corporation

2777 East Guasti Road, Suite 1
Ontario, California, 91761

By:_____
Name: Brian Constant
Title: Principal Engineer

By:_____
Name:
Title:

Address:_____
_____
_____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS

MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. **Consultant will perform civil and geotechnical engineering services, including, but not limited to, the following (herein after referred to collectively as "Services"):** (1) Surface Mining and Reclamation Act of 1975 (SMARA) compliance of mining pits, (2) review of grading permits for inert backfill operation of mine pits, (3) reclamation oversight of City-owned pits, and (4) Geotechnical Engineering support for the City.

A. The Services will be provided to the following SMARA pits (collectively referred to as "SMARA Pits"):

		Acreages	Status	Name of Operator
i.	Vulcan Durbin Pit	330	Active/Re	Vulcan Material
ii.	Vulcan Reliance I/II Pits	122/89	Active/Re	Vulcan Material
iii.	Hanson Irwindale Pit	472	Active/Re	Hanson Aggregates
iv.	United Rock Pit #2	134	Idle/Re	United Rock
v.	United Rock Pit #3	110	Active	United Rock
vi.	United Rock Pit #4	46	Active	United Rock
vii.	Peck Road Gravel Pit	50	Active	Bubalo Construction
viii.	Azusa Western	19	Idle	Waste Management
ix.	Olive Pit	189	Active	United Rock
x.	Kincaid North	16	Grading	Five Points
xi.	South Kincaid	11	Grading	Five Points

B. SMARA inspections and reporting include, but not limited to, visiting the sites of SMARA Pits and documenting compliance or deficiencies with the California Department of Conservation regulations. Consultant shall provide such inspections and reporting duties and work with the City to ensure that all reports are accurate and submitted according to schedule provided by the City. This task also requires reviewing Financial Assurance Cost Estimate (FACE) reports submitted by the mine operators for accuracy. The FACE reports ensure that the mine operators are providing for bonds to complete reclamation in the event that they become insolvent.

C, Consultant shall also provide the City with assistance reviewing grading permit applications so that the end goal of reclamation and having a high-end use property are met. This process includes giving guidance on how the grading work will progress so the goals of the City's Guidelines related reclamation are satisfied.

D. Consultant shall provide inspection and oversight of the reclamation process to provide geotechnical guidance to the City on progress toward the approved plans.

Consultant's involvement in the plan approval process and experience in grading and earthwork construction shall provide a basis for helping the City confirm that the reclamation goals are being met.

E. The Principle in Charge for Consultant shall provide coordination with the City and commit appropriate personnel. Designated personnel for the Consultant shall be responsible for review of technical submittals, geotechnical evaluations, and office support for the City Engineer. Consultant shall document observations from field inspections with a focus on identification of conditions which may have adverse consequences.

F. Construction Operation services shall be provided and include the recording of construction and reclamation progress, and reporting on site issues that are out of compliance with Reclamation Plans, Conditional Use Permits, SMARA requirements, the City's Guidelines, Grading Permits and Fill and Operations Plans. Construction Operations shall be provided to ensure that field inspections are performed and documented so the City is aware of conditions and has adequate information to take any necessary action as required. This work consists of recording construction and reclamation progress, lake water elevations, and reports of conditions that are out of compliance with mine reclamation plans, Conditional Use Permits, SMARA guidance, and the City's Guidelines. Reports will be filed with the City's Engineering Department.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Reports as determined by City.

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel to accomplish the Services:

A. Brian Constant, PE, GE, as Principal in Charge and lead Technical Reviewer
B. Mark Vincent, PG, CEG, in charge of office operations
C. Luis Mariscal, PE, in charge of field operations
D. Jason Hefner, PE, additional office support
E. Neven Matasovic, PHD, PE, GE., additional support for technical review

EXHIBIT "B"

SPECIAL REQUIREMENTS

NONE

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant's fee schedule for Services provided in each fiscal year during the Term of this Agreement is as follows:

TYPE OF SERVICE	Number of Hours	Hourly Rate	Total
SMARA Inspections – Task #1			
Principal Geotechnical Engineer	100	$220.00	$22,000.00
Project Geotechnical Engineer	120	$135.00	$16,200.00
Staff Engineering Geologist	120	$110.00	$13,200.00
Senior Field Technician/Inspector	100	$110	$11,000.00
Clerical	60	$75	$4,500.00
Subtotal:			$66,900.00
Grading Plan Review & Grading Permit Inspection – Task #2			
Principal Geotechnical Engineer	120	$220.00	$26,400.00
Senior Geotechnical Engineer	160	$175.00	$28,000.00
Staff Engineering Geologist	160	$110.00	$17,600.00

Senior Field Technician/Inspector	**120**	**$110.00**	**$13,200.00**
Clerical	**100**	**$75.00**	**$7,500.00**
Subtotal			**$92,700.00**
Reclamation Oversight Work/Meeting Tasks #3 and 4			
Principal Geotechnical Engineer	**180**	**$220.00**	**$39,600.00**
Senior Geotechnical Engineer	**200**	**$135.00**	**$27,000.00**
Staff Engineering Geologist	**200**	**$110.00**	**$22,000.00**
Senior Field Technician/Inspector	**140**	**$110.00**	**$15,400.00**
Clerical	**60**	**$75**	**$15,400.00**
Subtotal:			**$108,500.00**

II. If any other services or equipment are required which are not provided in Section I above, Consultant shall perform these other services and provide equipment at the following rates:

TYPE OF STAFF	UNIT RATE
PROFESSIONAL STAFF	
Staff Professional	**$110.00 per hour**
Project Professional	**135.00 per hour**
Senior Professional	**160.00 per hour**
Supervising Professional	**199.00 per hour**

Principal Professional	**220.00 per hour**
Court Appearance (Expert Witness, Depositions, etc., four-hour minimum)	**2x hourly rate**
FIELD/LABORATORY STAFF	
Technician I	**78.00 per hour**
Technician II	**85.00 per hour**
Technician Ill	**95.00 per hour**
Technician IV	**110.00 per hour**
Managing Technician	**125.00 per hour**
SUPPORT STAFF	
CADD/Designer	**110.00 per hour**
CADD Operator/Geotechnical Draftsperson	**90.00 per hour**
Geotechnical Clerk/Typist	**58.00 per hour**
Clerical II	**75.00 per hour**
Overtime is 35% of personnel charges	
A surcharge of 20% of personnel charges is applicable to personnel working in hazardous materials environments to compensate for costs associated with hazardous materials operations training and personnel medical examinations.	
EQUIPMENT CHARGES	
BAT Permeameter	**200.00 per dav**
Compaction Testing Equipment & Supplies	**50.00 per day**
Peel & Shear Strength Apparatus (FML Seams)	**900.00 per month**
Portable Laboratory (8' x 32' trailer) with equipment	**1,200.00 per month**

Portable Laboratory (mobilization / demobilization	**1,500.00**
ReMI/Refraction Seismograph	**600.00 per day**
Sealed Single Ring lnfiltrometer (SSRl)	**200.00 per day or 750.00 per month**
Sealed Double Ring lnfiltrometer (SDRI)	**Call for Quote**
Slope Inclinometer	**250.00 per dav**
EXPENSES	
Vehicle Use for Field Services	**14.00 per hour or 320.00 per week**
Soll Sampling Equipment & Drilling Supplies	**5.00 per hour**
Groundwater Sampling Equipment and Supplies	**15.00 per hour**
Per Diem	**Lesser of either (cost plus 15%) or (local government rate)**
Outside Services (Consultants, Survevs, Chemical lab Tests, etc.)	**Cost plus 15%**
Reimbursables (Maps. Photos, Permits, Expendable Supplies, etc.)	**Cost plus 15%**
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.)	**Cost plus 15%**
The cost of all permits fees and performance bonds required by government agencies are to be paid by the City.	

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

a. Line items for all the work performed, the number of hours worked, and the hourly rate.

b. Line items for all materials and equipment properly charged to the Services.

c. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

d. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. **The compensation for the Services for each fiscal year shall not exceed the Fiscal Year Contract Sum and total compensation for all Services during the Term of this Agreement shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Consultant shall perform the Services on an as-needed basis and deliver the tangible work products described in Section III of Exhibit A , in accordance with the schedule and deadlines to be established by the Contract Officer.**

II. **Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, the term of this Agreement can be extended for a twelve-month period with a written notice issued by the City Engineer.**

III. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

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

City of IRWINDALE
AGENDA REPORT

CC ITEM 2A

Date: January 27, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Irwindale Park Bench Dedication – Ms. Rose Guerrero

City Manager's Recommendation:

1) Authorize staff to work with a member of Ms. Guerrero's family to identify the park bench for the memorial.

2) Direct staff to amend the City of Irwindale Dedication Plaque and Paver Policy to allow for park bench dedications, or develop a new Park Bench Dedication Policy.

Administrative Action:

Prepared/Submitted by:

Theresa Olivares, Assistant City Manager

Reviewed by:

Adrian Guerra, City Attorney — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background:

At the meeting of January 13, 2021, Councilmember Ambriz requested a park bench located in the Irwindale Park Plaza area be dedicated to Ms. Rose Guerrero for her contributions to the Irwindale community. The City's existing policies honoring Irwindale residents include the City of Irwindale Facility and Street Naming Policy (Attachment "A") and the City of Irwindale Dedication Plaque and Paver Policy (Attachment "B"). These polices do not allow for park bench dedications to residents, however at the direction of the City Council, staff will proceed to work with a member of Ms. Guerrero's family to select a bench to honor Ms. Guerrero and her contributions to the Irwindale community.

Additionally, at the January 13, 2021 City Council meeting, Councilmember Garcia requested that a bench dedication program be presented to the City Council for review since currently there is no policy covering such a program. The City Council has two options to consider: 1) the City's Dedication Plaque and Paver Policy may be expanded upon to allow park bench dedications; or 2) a new policy may be drafted for park bench dedications. Once the City Council has provided direction to staff, the revised or new policy will be presented to the Park and Recreation Commission for input and recommendation, and then placed on a City Council agenda for consideration.

Fiscal Impact:
There will be a nominal cost for the purchase and engraving of the bench plaque.

Attachments:
A. City of Irwindale Facility and Street Naming Policy
B. City of Irwindale Dedication Plaque and Paver Policy

CITY OF IRWINDALE
FACILITY AND STREET NAMING POLICY

PURPOSE: To establish uniform procedures for the naming or renaming of City facilities and streets in a manner that is compatible with community interest to enhance the values and heritage of the City of Irwindale.

GENERAL POLICY

The following guidelines have been established to provide for a consistent and uniform procedure in the naming or renaming of City facilities and streets (collectively, "Facility(ies)").

PROVISIONS

A. General Guidelines

1. The City Council shall have the final authority to name and rename all City Facilities.

2. The City Council shall have the final authority to designate commemorative Facilities names and plaques.

3. Under extraordinary circumstances, the City Council may, with a super majority vote of at least four City Council members, revoke the current name of any Facility.

4. It is the intent of this policy to prohibit the changing of street names that have existing homes or businesses using the street name in their address, except under extraordinary circumstances with a super majority vote of at least four City Council members and written approval of a majority of impacted property owners.

5. No Facility shall be named after a seated elected or appointed official.

B. Qualifications for Naming of City Facilities

1. Qualifying criteria include the following:

   a. City controlled Facilities may be named or renamed after any group, individual, or family, living or deceased that has made significant and substantial contributions of a service, cultural or historic nature to the City of Irwindale, as determined by the City Council. Said contributions do not have to be financial in nature; they may include extensive service and / or support to the City organization of the community in general.
   b. The area in which the honoree made the most contribution should be considered when determining which Facility will be named after that person or

group. That is, when possible, there should be a correlation between the service provided by the honoree and the Facility.

c. No Facility shall be named or renamed after an individual until at least one (1) year following the death of such individual. This provision may be waived by a super majority vote of at least four (4) City Council members. This guideline is appropriate to establish a waiting period to ensure that an individual's accomplishments and contributions will stand the test of time; and that decisions shall not be made on an emotional basis immediately following a person's death.

d. When determining whether to rename a Facility, the party making the determination shall consider all factors he / she / they deem relevant, including whether some or all of the following accurately describe the person or organization for whom the Facility is proposed to be renamed:

   i. The person or organization made lasting and significant* contributions to the protection of natural or cultural resources of the City of Irwindale; or

   ii. The person or organization made substantial* contributions to the betterment of a specific Facility consistent with the established standards for the Facility; or

   iii. The person or organization made substantial* contributions to the advancement of recreational opportunities with the City of Irwindale; or

   iv. The person or organization was associated with an economic development or redevelopment activity; or

   v. The person or organization had a positive impact on the lives of Irwindale's residents; or

   vi. The person or organization volunteered for ten (10) or more years of service to the community; or

   vii. Upon the naming or renaming of a Facility, the name shall not be used for any other dedication or renaming.

   viii. The City Council, in its sole and unlimited discretion, may remove or change the name of any Facility at any time, unless contractually obligated otherwise.

**Additional information as to how / why the contribution of the individual or organization was significant or substantial may be required.*

C. Facility Naming Criteria

1. Streets

   a. Names for streets shall be unique and distinct. Similar sounding or duplicate street names shall not be considered

   b. Street names shall be selected to either recognize natural features related to the Irwindale community or to recognize a person or organization that have made a lasting and significant contribution to the betterment of the City of Irwindale.

   c. Names with the same theme are suggested for naming streets in an entire subdivision, as a means of general identification.

   d. Discriminatory or derogatory names shall not be allowed.

   e. Names for public and private streets in a new subdivision shall be proposed by the developer, reviewed by the Planning Commission, and approved by the City Council. The street names shall be adopted by the City when the final subdivision map for the development is recorded.

   f. For the purposes of this policy, the changing of street names that have existing homes or businesses using the street name in their address shall not be allowed, except under extraordinary circumstances with a super majority vote of at least four (4) City Council members and written approval of a majority of impacted property owners.

2. City Facilities

   a. For purposes of this Subsection C.2, City facilities refer to parks, buildings, or recreational facilities.

   b. For new City facilities, the naming process shall begin as early in the project as possible.

   c. City facility names shall be selected to either recognize natural features related to the Irwindale community or to recognize a person or organization that made a lasting and significant contribution to the betterment of the City of Irwindale.

   d. Areas within City facilities that may be named separately from the main building include points of entry; rooms / patios within a City building; facility features (such as a column or fountain); walkways; trails, recreational facilities (such as group picnic areas, sports fields, water features, or park

monuments); physical features (such as mountains, hills, or vistas); drive-ways; or other related items.

3. Commemorative Street Names and Plaques

   a. Commemorative street name signs are additions to the street name and will not change the street address. Existing street names shall be retained and a supplemental sign or plaque shall be installed beneath the existing street name signage. Names for the commemorative street name signs shall be selected to either recognize natural features related to the Irwindale community or to recognize a person or organization that have made a lasting and significant contribution to the betterment of the City of Irwindale.

   b. Commemorative plaques shall be placed in public facilities. Names for the commemorative plaques shall be selected to recognize a person or organization that has made a lasting and significant contribution to the betterment of the City of Irwindale.

D. Facility Naming Procedure (Applies to City facilities and streets):

1. Requests for naming and / or changing the name of a City Facility shall be submitted to the City Manager's Office in writing on the City's Facility Naming Application Form. If the proposed Facility is in recognition of a person or organization, the applicant is required to provide clear evidence that the person or organization to be honored has made a significant and lasting contribution to the betterment of the City of Irwindale.

2. All submittals, whether from an individual, organization or City staff, must include the name and address of the submitter. No anonymous submittals will be accepted.

3. Upon receipt of the application, the City Manager or his / her designee shall review the application. If the proposed Facility to be named / renamed is connected or associated with a park, the City Manager or his / her designee shall place the Facility Naming Application Form on a future Park and Recreation Commission agenda for review and consideration. The Park and Recreation Commission shall then consider the application and render a recommendation to the City Council regarding the proposed name / rename.

4. Following that review, the City Manager or his / her designee shall place the proposed facility naming / renaming item on a future City Council agenda for formal review and consideration by the City Council. If the request is denied by the Council, no further action is taken. If the City Council approves the request, staff is directed to go forward with implementing the naming of the Facility. The steps taken to implement the request will be developed as an internal City process. The decision of the City Council will be final.

City of Irwindale
Facility and Street Naming Application

Applicants Name: _____

Address: _____

Applicants Phone: _____ Applicants E-Mail: _____

Location of facility or street to be named: _____

Individual / Organization to be Recognized: _____

Proposed Name: _____

Please Check all that apply:

☐ Is the individual deceased? If yes, what was the date of their death: _____ mm/dd/yyyy

☐ The person or organization made lasting and significant* contributions to the protection of natural or cultural resources of the City of Irwindale

☐ The person or organization made substantial contributions* to the betterment of a specific facility or park consistent with the established standards for the facility.

☐ The person or organization made substantial contributions* to the advancement of recreational opportunities with the City of Irwindale

☐ The person or organization was associated with an economic development or redevelopment activity.

☐ The person or organization had a positive impact on the lives of Irwindale residents.

☐ The person or organization volunteered for ten (10) or more years of service to the community.

***Please provide additional information as to how / why the contribution of the individual was significant or substantial not to exceed two (2) typed pages.**

Biographical information: (Explain)

Civic involvement: (Explain)

Connection to the facility or street: (Please explain in depth)

Reason for Nomination (required):

Additional Comments (additional information may be attached):

For Office Use

Date Received by City Manager's Office: _____

Name of Recipient: _____

Attachment "B"

City of Irwindale

Dedication Plaque and Paver Policy

Revised: August 26, 2020

1. SCOPE

The policy covers dedication plaques and pavers on City owned land, including streets, reserves or parks. All new plaques and pavers will be required to conform to this policy.

2. PURPOSE

The purpose of this policy is to provide a framework for management of existing plaques and pavers, installation of new plaques or pavers and assessment of new requests for plaques and pavers within the public space in the City of Irwindale.

3. DEFINITIONS

Application Period – Applications will be accepted semiannually on March 1st to March 31st and September 1st to September 31st.

Memorial - An object established in memory of a person, association, anniversary or event and includes a monument.

Open Space - Open space refers to all land owned and/or managed by the City of Irwindale that is zoned Public Park and is available for public access. Typically open space includes parks, gardens, trails, habitat corridors, utilities reserves, foreshores, waterways, sportsgrounds and conservation reserves. It does not include vacant municipal land zoned for other purposes.

Plaque – flat tablet of metal, stone or other material which includes text or images which commemorate a person, event or historical information relative to the location or a new public artwork of significance.

Public Place - Public Place refers to road reserves, Municipal Buildings, streetscapes and other land that are owned and/or managed by the City.

4. BACKGROUND

4.1 Public space is a significant part of the City's social and cultural heritage and makes a valued recreational, environmental and aesthetic contribution for people who live, work, and recreate in the City. Dedication plaques and pavers provide recognition and can contribute to an understanding of significant events or persons closely associated with the City's history.

4.2 The Irwindale City Council recognizes that plaques and memorials provide recognition and are important in celebrating significant historical events and persons or organizations closely associated with the leadership, cultural and social development of the City.

4.3 The memorial garden at Irwindale Park will allow community members to commemorate a person, group, association or event. Dedication pavers will be available by request for anybody wishing to honor such person, group, association or event.

4.4 The City Council Chamber seating includes a mounted plaque on the armrest of each chair. The engraving of the Plaques in the City Council Chamber will be available by request for anybody who desires to commemorate a person, group, association or event.

4.5 Any decision regarding Plaques and pavers needs to consider the balance between the desire to commemorate events or individuals and the ongoing enjoyment of uncluttered public space.

This policy will provide a consistent and standard procedure for assisting requests in relation to new plaques and pavers.

5. GENERAL PRINCIPLES

5.1 Requests for engraving of a Plaque in the Council Chamber or the Memorial Garden pavers shall be made by filling out an application (Attachment "A"). Plaques and pavers will be reviewed, approved and assigned by City staff based on availability.

5.2 The City Council does not guarantee to retain plaques or memorials in perpetuity. Generally, a plaque or memorial will be retained in place for as long as practicable, in the City Council's discretion, with the following exceptions:

- the area in which the item is sited is to be redeveloped; or
- ongoing maintenance costs are prohibitive; or
- in the case of a plaque or paver, the asset to which it is attached has reached the end of its useful life; or
- the condition of the plaque or memorial is poor.

5.3 If a plaque or paver is removed due to any of the reasons above, the City Council will not guarantee replacement of the plaque or paver, however replacement plaques or pavers of similar or different style or form may be considered. All reasonable efforts will be made to identify, contact and advise relevant stakeholders (including family members) prior to removal or replacement.

5.4 The design and wording for the plaque and paver must be submitted with the application. All wording and design must be approved by the City Manager or his designee.

5.5 The number of lines of text allowable will be in accordance with any recommendations put forward by the plaque and paver manufacturer.

5.6 The City of Irwindale shall not be liable for damage to the plaques or pavers which are eroded or damaged by weather, the elements, thieves, vandals,

trespassers, ordinary wear and tear, or standard maintenance performed by employees of the City of Irwindale.

6. Maintenance and Repair

The long-term care and maintenance of a plaque or paver is important to both the donor and the City. The City has the duty to maintain the donation until removal and/or relocation is necessary.

Maintenance by the City of Irwindale will be limited to varnishing of the plaque and minor repairs to the plaque or paver. The City of Irwindale will not be held responsible for damaged plaques resulting from vandalism or any other condition or act that would require replacement. Should the City of Irwindale determine that an existing plaque needs replacement, all associated costs will be at the expense of the donor, should donor elect to replace the plaque.

The City reserves the right to remove a donated plaque or paver if, in the City's discretion, the maintenance and repair cost are too high.

7. COSTS

7.1 All costs associated with the design, construction, installation and maintenance of plaques or memorials are to be paid by the person making the request for the plaque engraving or paver. Once approved, installation of any plaque or paver must be undertaken by City staff. Installed plaques and pavers will become the property of City of Irwindale. Maintenance of plaques and memorials must be undertaken by City.

7.2 The City will place the engraved paver order upon the close of the Application Period.

7.3 A paver order of less than four (4) pavers will result in a shipping fee, to be determined at the time the order is placed. The exact cost of pavers or plaques will vary by size and will be updated prior to the release of the application (Attachment "A").

Attachment "A"

City of Irwindale
Dedication Paver Application

Applicants Name: _____

Address: _____

Applicants Phone: _____ Applicants E-Mail: _____

Individual to be Recognized: _____

Is the individual deceased? ☐ No ☐ Yes, date: _____

Biographical information:

Civic involvement:

Reason for Paver purchase:

Additional Comments:

Size of Paver: ☐ 8"x 11" ☐ 6" x 8" ☐ 5"x 5"

SIZE OF PAVER		ESTIMATED PRICE PER ITEM
5"x 5"	w/up to 4 lines of text, 14 characters per line including spaces and punctuation	$30.60 *
6" x 8"	w/up to 4 lines of text, 16 characters per line including spaces and punctuation	$33.85 *
8" x 11"	w/up to 5 lines of text, 21 characters per line including spaces and punctuation	$54.50 *

Price includes paver, engraving and shipping
Prices subject to increase on annual basis

Please note: A total quantity of less than four (4) pavers in an order will result in a shipping fee, which will be determined at the time the City places the order with the vendor.

PLAQUE ENGRAVING
Please fill the boxes with the wording exactly as you would like it to appear on the item you selected.

- Punctuation marks such as hyphens, apostrophes, and periods should occupy their own character space.
- Any Symbol is considered one space (Period, Comma, Dash)
- You may also use numbers in the inscription.
- Please leave a blank space where ever you would like a blank space to appear in your inscription
- Spacing in between words is considered a character.

ALL CHARACTERS AND LETTERS WILL BE IN FRANKLIN GOTHIC MEDIUM FONT IN CAPITAL FORMAT.

Line 1																				
Line 2																				
Line 3																				
Line 4																				
Line 5																				

Applicant Signature: _____ Date: _____

For Office Use

Date Paid (attach copy of receipt): _____ Received By: _____

Date Received by City Manager's Office: _____

Date Ordered: _____ Date Installed: _____

City of Irwindale
Dedication Plaque Application

Applicants Name: _____

Address: _____

Applicants Phone: _____ Applicants E-Mail: _____

SIZE OF PLAQUE		Estimated price per item
6" x 8"	Up to 3 lines of text	$20.00*

Price includes plaque, engraving and shipping
***Prices subject to increase on annual basis**

Individual to be Recognized: _____

Is the individual deceased? ☐ No ☐ Yes, date: _____

Biographical information:

Civic involvement:

Plaque Engraving: (Character limitation subject to approval)

Line 1: _____

Line 2: _____

Line 3: _____

Applicant Signature: _____ Date: _____

For Office Use

Date Paid (attach copy of receipt): _____ Received By: _____
Date Received by City Manager's Office: _____
Date Ordered: _____ Date Installed: _____

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

City of
IRWINDALE
AGENDA REPORT

CC ITEM 2B

Date: January 27, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Irwindale Swimming Pool Operations and Maintenance

City Manager's Recommendation:

That the City Council provide direction to staff as to whether any organizational changes are required regarding the Irwindale Swimming Pool operations and maintenance.

Administrative Action:

Prepared/Submitted by:

Theresa Olivares, Assistant City Manager

Reviewed by:

Adrian Guerra, City Attorney — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background:

On January 13, 2021, Councilmember Ambriz requested staff to explore the possibility of having the Irwindale Swimming Pool under its own direction as its own department, separating it from the Recreation Department. Records dating back to the 1960's designate the Irwindale Recreation Manager to oversee the recreation department and the swimming pools. From 1975 to 2014, the staff member serving as the Pool Manager/Assistant Pool Manager supervised the pool operations and maintenance during the swim season and then during the school year served as the City's Bus Driver while also tending to the routine pool maintenance. Due to the resignation of the Bus Driver/Assistant Pool Manager in 2014, the swimming pool duties performed by the Assistant Pool Manager/Bus Driver separated into those two separate positions. The Assistant Pool Managers continued to supervise the pool's operation and provide routine maintenance during the swim season and off-season, and the City's Bus Driver continued to assist with the routine pool maintenance throughout the year.

In 2020, the Transportation Division transferred to the Public Works Services Department, carrying over the City's Bus Driver's pool maintenance duties and as such, expanding the Public Works Service Department's responsibilities to include the maintenance of the swimming pool. The Recreation Department continues to be the lead for the day-to-day maintenance of the swimming pools during the swim season and assists the Public Works Services Department during the off-season. During the school year, the Public Works Services Department takes the lead.

The swimming pool is open from May to September of each year. Aqua fitness occurs at the swimming pool from May to September and the recreation swim season is from June to August.

The current budget for the Irwindale Swimming Pool program for FY 2020-2021 is as follows:

Salaries & Benefits	81,570
Operating Expenditures	47,160
Total Budget:	128,730

Fiscal Impact:

None

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

City of
IRWINDALE
AGENDA REPORT

CC ITEM 2C
HA ITEM 2B

Date: January 27, 2021

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

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

Issue: Mid-Year Financial Review and Adjustments to the FY 2020-2021 Budget

City Manager/Executive Director's Recommendation:

It is recommended that the City Council adopt Resolution No. 2021-18-3280 and HA 2021-01-100 entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE IRWINDALE HOUSING AUTHORITY BOARD APPROVING ADJUSTMENTS TO THE BUDGET FOR FISCAL YEAR 2020-2021"**.

Administrative Action:

Submitted by:
Eva Carreon, Finance Director/Treasurer
626) 430-2221

Reviewed by:
Adrian R. Guerra, City Attorney/Authority Counsel

Electronically Approved

Eva Carreon, Finance Director/Treasurer

Approved by:

William K. Tam, City Manager/Executive Director

Background and Analysis:

In June 2020, the City Council and Housing Authority Board formally adopted their respective FY 2020-2021 Budgets. The Finance Department has conducted an analysis of the current fiscal year's revenues and expenditures for all funds, and evaluated the year-to-date numbers against the approved budget to determine how this year's financial activity is tracking.

As is consistent with prior years, the financial analysis has resulted in the need for certain budget adjustments recommended. The funds requiring budget adjustments this year include the General Fund, Mining Impact Fund, and Measure W Fund, as well as the Irwindale Housing Authority's Low and Moderate Income Housing Asset Fund.

Revenues

The City's General Fund Revenue Budget includes $16,175,130 of operating revenues. The operating revenue budget was significantly reduced from prior years as a result of the anticipated downturn in the economy due to the COVID-19 pandemic. The primary tax revenue sources reduced included Sales Tax/Measure I, Utility Users' Tax and Mining Taxes, which were reduced by approximately 20% to 30%.

Although the economy has taken a significant hit due to COVID-19, the pandemic it has primarily affected business sectors related to the service industry, such as tourism, hotels and restaurants. For the City of Irwindale, these business sectors make up a very small portion of its tax revenue base. Therefore, the City's revenues are tracking to come in at higher levels than previously budgeted. However it is important to note the revenues are not anticipated to be at pre-COVID-19 levels in the near future. Due to this, City staff is recommending increases to its revenue budgets for Sales Tax/Measure I and Utility Users' Tax. Increases are also recommended for Mining Taxes in both the General Fund and the Mining Impact Fund.

The City's General Fund Revenue Budget also included $6,350,000 in capital/one-time revenues related to plan check and building permit revenue for very large developments currently progressing in the City. The financial analysis conducted has confirmed that these one-time revenues are still on track to be realized in FY 2020-2021. The City's Engineering Department has recently identified that these developments will also generate additional one-time revenue from engineering and administrative fees estimated at $920,000, which will be added as a one-time revenue budget adjustment.

FY 2020-2021 marks the first year the City will be receiving Measure W revenue as part of the new Safe Clean Water Program. These funds are special revenue funds that will be tracked in a new fund. The total estimated to be received this fiscal year is $440,000, and this amount should be added as a revenue budget for this new fund.

The table below lists the budget adjustments recommended for the increase in revenue budgets for the General Fund, Mining Impact Fund and Measure W Fund:

Revenue Budget Requests		General Fund	Mining Impact Fund	Measure W
Operating:	Sales Taxes (Includes Measure I)	1,600,000		
	UUT	750,000		
	Mining Taxes	900,000	1,200,000	
	Measure W (New Fund)			440,000
		3,250,000	1,200,000	440,000
One-Time:	Development Engineering/Admin Fees	920,000		
Revenue Budget Increases:		**4,170,000**	**1,200,000**	**440,000**

Expenditures

The City's adopted General Fund Expenditure Budget includes $19,943,790 in operating expenditures, $561,600 in capital/one-time expenditures, and $2,012,040 transfers to the Capital Projects Fund for capital project expenditures for FY 2020-2021. The General Fund operating expenditure budget includes reductions in all city departments due the significantly reduced revenues projected resulting from fiscal impacts of the COVID-19 pandemic.

City Staff conducted an in depth analysis of all year-to-date expenditures, and calculated projections through the end of the fiscal year to identify any expenditures that were tracking higher or lower than originally budgeted. As is consistent with previous years, staff identified that Police Department overtime is tracking higher than budgeted, and this is due to officers required to work overtime to cover any vacancies or disability leaves. The savings in the Police Department salaries and vacancies resulting from those vacancies and leaves offset the increase in overtime.

The FY 2020-2021 Budget was prepared in the spring of 2020, and the enduring impacts of the COVID-19 pandemic were still uncertain at that time. Therefore, the City budgeted its payroll and benefits budgets at consistent levels to prior years. As the pandemic has continued, and in fact worsened since the spring, the City has continued to abide by shelter in place and safe distancing orders. Therefore, the programs and events typically offered by the Recreation, Senior Center and Library have either been cancelled or converted to a virtual format, and this is expected to continue through the end of the fiscal year. The reduced programming in these departments have resulting in a projected savings of $250,000 in the General Fund from it part-time payroll budget in these departments.

During the mid-year analysis, additional staffing needs have been identified in certain departments. The City currently has four part-time interns working in various departments, including IT, PW Engineering, Community Development, and Finance. These interns have provided extremely valuable assistance to their departments since they started early last fiscal year. These departments have continued to be impacted with increased work demands, however the interns are limited to working less than 20 hours per week on average due to budget and CalPERS regulations. With the anticipated continued work demands, City staff is recommending that the three interns in the PW Engineering, Community Development, and Finance Departments be reclassified to Technicians for their respective departments on a permanent part-time basis. This will allow them to work more hours without violating CalPERS regulations, and still maintain the flexibility of working flexible hours as needed. The budget adjustments presented in this report include the cost estimates and fund allocations for the reclassification of three part-time Interns to permanent part-time Technicians.

The last expenditure budget request is for legal services in the General Fund and Housing Authority Fund 12. This year has been extraordinary in the level of legal analysis and services needed for both litigation cases and special requests, and therefore the year-to-date expenditures are tracking significantly higher than budgeted. For the General Fund, the additional budget needed for both general legal services and litigation is estimated at $240,000. For the Housing Authority, the additional budget needed for general legal services is estimated at $125,000, and an additional $102,500 is estimated to be needed for special analysis pertaining to the First Time Homebuyer Program, Rehab Loan Program, Senior Housing Program, and the 6th Cycle Housing Element.

The table below lists the budget adjustments recommended for expenditures in the General Fund, Mining Impact Fund, Measure W Fund and Housing Authority:

Expenditure Budget Requests		**General Fund**	**Mining Impact Fund**	**Measure W**	**Housing Authority**	
Police Dept - Overtime		165,000				Additional OT to cover disability leaves & vacancies
Police Dept - Salary & Benefits		(170,000)				Savings due to disability leaves & vacancies
Part-Tiime Payroll - Recreation / Sr Center / Library		(250,000)				Savings due to reduced programs due to COVID-19
Personnel Changes:						
PT Engineering Intern to	PPT Engineering Technician	7,600	15,200	7,600		Prorated for FY 20/21 (Annual Add'l Cost $65,800)
PT Planning Intern to	PPT Planning Technician	15,200	15,200	-		Prorated for FY 20/21 (Annual Add'l Cost $65,800)
PT Finance Intern to	PPT Finance Technician	7,100	14,200	7,100		Prorated for FY 20/21 (Annual Add'l Cost $61,530)
Legal Services - City	General, All Depts	100,000				Increased legal services required
Legal Services - City	Case Litigation	120,000				
Legal Services - Housing	General				125,000	
Legal Services - Housing	First Time Homebuyer Prog				35,000	
Legal Services - Housing	Rehab Loan Program				45,000	
Legal Services - Housing	Senior Housing Program				13,500	
Legal Services - Housing	6th Cycle Housing Element				9,000	
Expenditure Budget Increase / (Decrease)		**(5,100)**	**44,600**	**14,700**	**227,500**	

Other One-Time Items

On December 9, 2020, the City Council approved an amendment to the Project Reimbursement Agreement with Arakelian Enterprises, Inc dba Athens Services, and authorized a payment to the City of Baldwin Park as ordered by the Los Angeles County Superior Court. The total payment due to the City of Baldwin Park was $511,506.85. Pursuant to the Project Reimbursement Agreement, Athens reimbursed the City for entire cost of this payment. It would be appropriate at this time to include in the budget adjustments these one-time items of the Cost Reimbursement provided by Athens to the City, and the appropriation for the payment to the City of Baldwin Park.

Another one-time item that City Staff recommends is the payoff of the Olive Pit Loan to the Housing Authority. On January 9, 2013, the City and the Housing Authority entered into a Purchase and Sale Agreement (PSA) , for the purchase by the City of the Olive Pit property from the Housing Authority Low and Moderate Income Housing Asset Fund. This PSA included a purchase price of $4,134,000. The current principal balance of this loan is $3,720,600 with accrued interest of $309,370, for a total payoff amount of $4,029,970. The current mid-year analysis has confirmed that the City will realize significant one-time revenues resulting from the large development activity currently underway in the City. These one-time revenues are projected to generate a surplus in the General Fund enough to cover the cost of this Olive Pit Loan Payoff, as is illustrated in the table under the Fiscal Impact of this report. City Staff recommends the payoff of this loan to save future interest costs to the General Fund, as well as free up cash in the Housing Authority's balance sheet.

The budget adjustments recommended for Capital/One-Time items are listed as follows:

Capital / One-Time Items		General Fund	Housing Authority
Revenue	Court Order - Cost Reimbursement from Athens	511,510	
Expenditure	Court Order - Payment to Baldwin Park	(511,510)	
Revenue	General Fund to Housing - Payoff of Olive Pit Loan		4,029,970
Expenditure	General Fund to Housing - Payoff of Olive Pit Loan	(4,029,970)	

Fiscal Impact:

The approval of Joint Resolution No. 2021-18-3280/HA 2021-01-100 will allow City Staff to make the recommended revenue and expenditure adjustments as presented to the FY 2020-2021 Budget for all funds listed in this financial report.

The table below summarizes the updated FY 2020-2021 Budget for the General Fund as updated with the recommended Mid-Year Budget Adjustments.

This summary shows the General Fund is anticipated to end the year with a surplus of $149,830, even after the payoff of the Olive Pit Loan.

GENERAL FUND	Operating	One-Time	Total
Revenue			
Adopted Budget	16,175,130	6,350,000	22,525,130
Addl Appropriations - ICF	243,000	-	243,000
	16,418,130	6,350,000	22,768,130
Proposed Mid-Year Adj's	3,250,000	920,000	4,170,000
		511,510	511,510
	3,250,000	1,431,510	4,681,510
Revised Revenue	**19,668,130**	**7,781,510**	**27,449,640**
Expenditures			
Adopted Budget	19,943,790	2,573,640	22,517,430
Addl Appropriations - ICF	243,000	-	243,000
	20,186,790	2,573,640	22,760,430
Proposed Mid-Year Adj's	(2,100)	511,510	509,410
		4,029,970	4,029,970
	(2,100)	4,541,480	4,539,380
Revised Expenditures	**20,184,690**	**7,115,120**	**27,299,810**
Surplus / (Deficit)	(516,560)	666,390	149,830

Attachment:

Joint Resolution No. 2021-18-3280/HA 2021-01-100
Exhibit A – Mid-Year Budget Adjustments

RESOLUTION NO. 2021-18-3280
RESOLUTION NO. HA 2021-01-100

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE IRWINDALE HOUSING AUTHORITY BOARD APPROVING ADJUSTMENTS TO THE BUDGET FOR FISCAL YEAR 2020-2021

WHEREAS, the City Council of the City of Irwindale adopted its FY 2020-2021 Budget on June 24, 2020 pursuant to Ordinance No. 725; and

WHEREAS, the Irwindale Housing Authority Board adopted its FY 2020-2021 Budget on June 10, 2020 pursuant to Resolution No. HA 2020-04-087; and

WHEREAS, the City Council/Housing Authority Board has completed the review of the revenues and expenditures at the midterm of the fiscal year and desires to approve the recommended budget adjustments as itemized on Exhibit A attached hereto.

NOW, THEREFORE, the City Council of the City of Irwindale and the Irwindale Housing Authority, resolve, determine and order as follows:

1. That the Proposed Budget Adjustments, attached hereto as Exhibit "A" for the City of Irwindale and the Irwindale Housing Authority, are appropriate and hereby approved.

2. This resolution shall be effective upon adoption.

3. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 27th day of January 2021.

_____
H. Manuel Ortiz, Mayor/Chair

ATTEST:

_____
Laura Nieto, MMC
Chief Deputy City Clerk/
Chief Authority Assistant Secretary

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale/Chief Authority Assistant Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Joint Resolution No. 2021-18-3280/HA 2021-01-100 was duly and regularly passed and adopted by the City Council of the City of Irwindale and Irwindale Housing Authority Board at the regular meeting held on the 27th day of January 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto, MMC
Chief Deputy City Clerk
Chief Authority Assistant Secretary

CITY OF IRWINDALE
MID-YEAR BUDGET ADJUSTMENTS
FY 2020-2021

EXHIBIT A

Mid-Year Budget Adjustments		General Fund	Mining Impact Fund	Measure W	Housing Authority	
REVENUE						
Sales Taxes (Including Measure I)		1,600,000				
UUT		750,000				
Mining Taxes		900,000	1,200,000			
Measure W - Capital (New Fund)				440,000		
		3,250,000	1,200,000	440,000	-	
EXPENDITURES						
Police Dept - Overtime		165,000				Additional OT to cover disability leaves & vacancies
Police Dept - Salary & Benefits		(172,000)				Savings due to disability leaves & vacancies
Part-Tiime Payroll - Recreation / Sr Center / Library		(245,000)				
Legal Services - City	General, All Depts	100,000				Increased legal services required
Legal Services - City	Case Litigation	120,000				Increased legal services required
Legal Services - Housing	General				125,000	Increased legal services required
Legal Services - Housing	First Time Homebuyer Program				35,000	Increased legal services required
Legal Services - Housing	Rehab Loan Program				45,000	Increased legal services required
Legal Services - Housing	Senior Housing Program				13,500	Increased legal services required
Legal Services - Housing	6th Cycle Housing Element				9,000	Increased legal services required
Personnel Changes:						
PT Engineering Intern to	PPT Engineering Technician	7,600	15,200	7,600		Prorated for FY 20/21 (Annual Add'l Cost $65,800)
PT Planning Intern to	PPT Planning Technician	15,200	15,200	-		Prorated for FY 20/21 (Annual Add'l Cost $65,800)
PT Finance Intern to	PPT Finance Technician	7,100	14,200	7,100		Prorated for FY 20/21 (Annual Add'l Cost $61,530)
		(2,100)	44,600	14,700	227,500	
Total Net Operating Budget Adjustments:		**3,252,100**	**89,200**	**29,400**	**295,000**	
CAPITAL / ONE-TIME ITEMS:						
Revenue	Development Project Engineering & Admin Fees	920,000				
Revenue	Court Order - Cost Reimb from Athens	511,510				
Expenditure	Court Order - Payment to Baldwin Park	(511,510)				
Revenue	General Fund to Housing - Payoff Olive Pit Loan				4,029,970	
Expenditure	General Fund to Housing - Payoff Olive Pit Loan	(4,029,970)				
Total One-Time Budget Adjustments:		**(3,109,970)**	**-**	**-**	**4,029,970**	

SA ITEM 1A1

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

JANUARY 13, 2021
WEDNESDAY
7:40 P.M.

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

ROLL CALL:

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

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

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA

Dena Zepeda thanked the Councilmembers for suggesting during tonight's City Council meeting the creation of a park bench to honor Rosie Guerrero, and for requesting to look into separating the Swimming Pool Facility from the Recreation Department. She also requested to speak on an item on the Closed Session agenda for the City Council, to which Mayor Ortiz advised that this is not the appropriate meeting to discuss this topic.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Burrola, 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 December 9, 2020

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved

ITEM NO. 1C
RESOLUTION APPROVING A ROPS AND ADMINISTRATIVE BUDGET FOR

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

JULY 1, 2021, THROUGH JUNE 30, 2022

BUDGET FOR JULY 1, 2021, THROUGH JUNE 30, 2022

RESOLUTION NO. SA 2021-07-3269 ADOPTED

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," was adopted.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:42 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

SA ITEM 1B

Electronic Payments

Successor Agency

January 2021

January 1 - 15, 2021

Number	Vendor Name	Date	Amount
561	Debt Service 2014 Txble Hsg TA Ref Prty Bd	1/6/2021	30,109.38
562	Debt Service 2014 TA Ref Parity Bd	1/6/2021	77,550.00
563	Debt Service 2005 Txble Hsg TA Prty Bd	1/6/2021	243,463.00
564	Debt Service 2006 TA Ref Parity Bd	1/6/2021	1,850,848.75
		Report Total:	2,201,971.13

HA ITEM 1A1

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

DECEMBER 21, 2020
MONDAY
5:30 P.M.

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

ROLL CALL:

Present: Board Members Albert F. Ambriz, Vice Chair Larry G. Burrola; Chair H. Manuel Ortiz

Absent: Board Members Mark A. Breceda and Manuel R. Garcia

Also present: William Tam, Executive Director; Adrian Guerra, Board Attorney; Theresa Olivares, Assistant Executive Director; and Laura Nieto, Chief Assistant Authority Secretary

RECESS TO CLOSED SESSION

At 5:30 p.m., the Housing Authority recessed to closed session to discuss the following:

Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9

Number of cases: One

ACTION: No reportable action taken

RECONVENE IN OPEN SESSION

At 6:00 p.m., the Housing Authority reconvened in Open Session.

CHAIR ORTIZ

Chair Ortiz requested a moment of silence to honor those Irwindale residents that have deceased due to COVID-19.

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA

Dena Zepeda made allegations of corruption against staff.

CARMEN ROMAN

Carmen Roman noted that she was presently out shopping and questioned the inconvenient timing of the meeting. She also requested to speak about her nephew.

MARGARITA ACEVEDO

Margarita Acevedo made allegations of corruption against staff.

CONSENT CALENDAR

DENA ZEPEDA

Responding to a question by Dena Zepeda, Chair Ortiz summarized the item that is up for consideration on the Consent Calendar. She then requested a report-out on Item No. 1A.

MOTION

A motion was made by Board Member Ambriz, seconded by Vice Chair Burrola, to approve the Consent Calendar. The motion was unanimously approved; Board Members Breceda and Garcia absent.

ITEM NO. 1A
IRWINDALE HOUSING AUTHORITY ANNUAL REPORT FOR FY 2019-2020 AND SB 341 ANNUAL REPORT FOR FY 2019-2020

IRWINDALE HOUSING AUTHORITY ANNUAL REPORT FOR FY 2019-2020 AND SB 341 ANNUAL REPORT FOR FY 2019-2020

1) The FY 2019-2020 Irwindale Housing Authority Annual Report was received and filed and direction was given that such report be filed with the City of Irwindale City Clerk's Office; and 2) the SB 341 Annual Report for Fiscal Year 2019-2020 was approved and the posting of such report and supporting documentation on the City's website was approved.

END OF CONSENT CALENDAR

ITEM NO. 2A
HEARING TO CONSIDER APPLICANT'S APPEAL OF PROPOSED TERMINATION OF AWARD OF HOUSE AT 704 A STREET

HEARING TO CONSIDER APPLICANT'S APPEAL OF PROPOSED TERMINATION OF AWARD OF HOUSE AT 704 A STREET

BOARD ATTORNEY GUERRA

Board Attorney Guerra noted that the agenda shows that discussion on this item would begin at 6:30 p.m., and as such, he recommended taking a recess until 6:30 p.m.

RECESS

At 6:11 p.m., the Board took a short recess.

RECONVENE

At 6:30 p.m., the Board reconvened in Open Session; Board Members Breceda and Garcia absent.

MARGARET AKERBLOM

Margaret Akerblom, who identified herself as a representative of the Board, explained the procedures for the hearing. She also indicated that informational materials related to this matter were just made public so that the Board may make a neutral and impartial decision.

DENA ZEPEDA

Dena Zepeda made allegations of fraud and stated that she has "issues" with how her own housing application was processed.

DAVID ARGUDO

David Argudo questioned whether the venue for the meeting was safe, and asked whether any of the Board Members in attendance has recently tested positive for COVID-19. He also stated that Mr. Hickman received his paperwork on Saturday night and that neither he nor his team had an opportunity to review it. He requested postponing this matter to another date.

CARMEN ROMAN

Carmen Roman stated her opinion that the Board received too much information to review in too little time. She also alleged that her nephew, Marcelino Roman, was not offered the opportunity to appeal the Housing Authority Board's decision to terminate his application for the same program. She then suggested that the Board reject Mr. Hickman's appeal.

EXECUTIVE DIRECTOR TAM

Executive Director Tam noted that staff is following all recommendations and health protocols established by the Centers for Disease Control, and, as such, it is considered safe to conduct tonight's meeting.

BOARD ATTORNEY GUERRA

Board Attorney Guerra spoke on staff's recommendation to deny Mr. Hickman's appeal and uphold the termination of the housing award since Mr. Hickman does not qualify as a low-income household, and the house was awarded and designated for low-income households. He added that the notice sent to Mr. Hickman indicated that he may appear in person or by telephone or by teleconference; and that he was not required to appear in person. Jamie Traxler was present and would present the documentation, which were provided to the Board this evening. Nearly all the documents, if not all, were included in the file, and Mr. Hickman was informed that he may review the file in its entirety, though he did not do so.

JAMIE TRAXLER

Jamie Traxler, who identified herself as the Assistant Authority Counsel, presented a binder with evidence on behalf of Housing Authority staff, which she indicated would be entered into the record. She added that the staff report and all exhibits were provided to Mr. Hickman in advance of the meeting. She also invited Theresa Olivares, Assistant City Manager, to verify the documents, to which Mrs. Olivares advised that the documents presented tonight were true and correct and are a part of the applicant's file.

Ms. Traxler proceeded to provide a general background of the Mayans Housing Purchase program. The house that is the subject of the appeal, 704 "A" Street, is a Phase 4 house designated for a low-income household. The house was awarded to Christine Acero and Jason Hickman during the Phase 4 Lottery Program on September 16, 2019. The designation of the house as being "low-income" requires it to be awarded to a low-income classified household based on HCD-designated income limits. Along with the low-income classification, HCD also requires that a percentage of the mortgage paid for the low-income house does not exceed 30% of the gross household income in order to comply with the affordable housing cost.

Ms. Traxler directed attention to the definitions of annual household incomes as defined by the program guidelines, and discussed Titles 24 and 25 of the CA Code of Regulations, which is what the program utilizes to determine what may be calculated as income and what is excluded. She then invited Becky Caha of RSG, the Authority's consultant, to explain how applicants' incomes are calculated.

BECKY CAHA

Mrs. Caha advised that applicants to the program are required to provide all gross income from all members of a household, with the exception of Social Security. From that, income is projected forward 12 months. This number is then compared against the household size, and that is how applicants' income categories are determined. Mrs. Caha also certified that she had reviewed the applicant's financial information including the most recent information submitted.

JAMIE TRAXLER

Ms. Traxler continued by saying that, once the total annual household income is determined, all households are designated in one of the following income categories: extremely low, very low, low, and moderate. She also noted that HCD income designations are updated every year.

VICE CHAIR BURROLA

Responding to a question by Vice Chair Burrola, Ms. Traxler advised that income verifications are not conducted yearly. Rather, they are only conducted upon requests by Authority staff.

Ms. Traxler directed attention to the original application for the program that Ms. Acero and Mr. Hickman submitted on April 30, 2014, wherein they reported a three-person household. She also pointed out the preliminary notice of eligibility that was sent to the applicants. After applications were submitted, Ms. Caha conducted the income verification, and it was determined that this household qualified under the low-income category. Posteriorly, the Authority required all applicants to submit updated household income information on a Supplemental Application, which Ms. Acero and Mr. Hickman submitted. As part of the application, in April of 2015, Ms. Acero notified the Authority that she had been diagnosed with a serious illness and had been receiving disability pay, though she planned to return to work in approximately two months.

Ms. Traxler then noted that the Phase 1 and 2 lottery was held on October 26, 2015, wherein 21 homes were awarded. Ms. Acero and Mr. Hickman did not receive a home in this lottery. However, the Authority eventually acquired new land in order to develop new housing projects. In February of 2019, all remaining program applicants were notified of Phases 3 and 4 of the program and were sent Supplemental Applications in order to recertify the participating households' income. At this time, Ms. Acero was unable to work and was drawing disability income, which resulted in a reduction in comparison with her 2014 income. However, Mr. Hickman's income

increased in comparison with his 2014 income. The total household income was nearly identical, which allowed them to remain in the low-income category. The minor son was receiving social security payments at the time, which was not calculated as part of the total household income since the guidelines require that income only be calculated for people ages 18 or older and since federal and state guidelines specifically exclude Social Security disability payments as income. Based on a household size of three as well as the HDC income limits for Los Angeles County, Ms. Acero and Mr. Hickman were determined to have met the low-income threshold, excluding the income from the minor son.

On September 26, 2019, the Phase 3 and 4 Lottery took place and the home at 704 "A" Street was awarded to Ms. Acero and Mr. Hickman. Both had applied for and were pre-qualified for a loan together. On October 12, 2019, both subsequently entered into a Purchase and Sale Agreement for the purchase of the property. Unfortunately, Ms. Acero passed away in December 2019. At this point, the application process for the home is ongoing. Once homes have been awarded, applicants generally move on to the final approval state, which ends when the applicant can secure loans and close escrow. Due to the death of Ms. Acero prior to closing escrow, Authority staff determined that the household size is now smaller and the income level has been reduced such that the total income is below mandatory requirements for the low-income category. When Mr. Hickman's income is calculated, his total household income for 2018 for a family of two is below the 2018 low-income limit.

The Authority then sent Mr. Hickman a Notice of Termination due to Ineligibility. The Authority, however, also sent Mr. Hickman a request for specific information in order to offer him the chance to qualify for the low-income house. The documents that Mr. Hickman provided in response are included in the binder, including information that the minor son has continued to receive disability payments, though this income was specifically omitted from calculations due to the reasons already discussed. Staff analyzed the information provided and determined that Mr. Hickman's 2020 anticipated household income is below the HCD low-income category. Just to be sure, staff calculated Mr. Hickman's income, this time including the income he received for his minor son. However, even under this scenario, Mr. Hickman still does not met the 2020 low-income category requirements.

Ms. Traxler then spoke on other documents submitted by Mr. Hickman, such as the unsigned Extension of Time Addendum extending the escrow period until March 31, 2021, a request that Mr. Hickman submitted to the escrow holder requesting to remove Ms. Acero's name from escrow, with missing signatures, and a loan preapproval letter showing he was able to qualify on his own for the loan for his property.

BOARD MEMBER AMBRIZ — Responding to a question by Board Member Ambriz, Ms. Traxler advised that the loan preapproval letter simply shows he qualified for a loan to purchase the property, and that she does not believe the lender designated Mr. Hickman under a specific income level.

VICE CHAIR BURROLA — Vice Chair Burrola noted that there were many documents to look over.

CHAIR ORTIZ — Chair Ortiz asked about the loan preapproval process, to which Ms. Traxler advised that this process is separate from the eligibility determination from the Housing Authority. His lender likely performed an independent determination of Mr. Hickman's income and determined that he qualified for a loan. However, the lender did not determine whether Mr. Hickman qualified to purchase the house under the requirements of the guidelines and programs of the Housing Authority.

VICE CHAIR BURROLA — Vice Chair Burrola began asking questions relating to the co-applicant, to which Ms. Traxler noted that the specific issue Vice Chair Burrola brought up is outside the scope of this appeal hearing, insofar that the hearing only relates to Mr. Hickman's income eligibility. She summarized her conclusions by stating that, based on 2018 household income limits, excluding the income of Ms. Acero, staff has determined that Mr. Hickman does not qualify under the low-income category and, as such, does not qualify for the low-income house.

MARGARET AKERBLOM — Mrs. Akerblom then stated that it is time for Mr. Hickman or his representatives to present evidence and arguments, and that they may also ask questions. Following this process, staff and Mr. Hickman would be granted several more minutes to respond to questions and comments.

JASON HICKMAN — Jason Hickman stated that he has two representatives that will speak for him, and that he will also speak afterward.

DAVID ARGUDO — Mr. David Argudo, who introduced himself as one of Mr. Hickman's representatives, stated that Mr. Hickman was originally omitted from the application since he was not listed as a co-applicant on the application. Second, allegations were made that the application purposely contained misinformation. Third, it was also alleged that a member of the City Council was a blood relative of Mr. Hickman. Fourth, a complaint was received that Mr. Hickman was renting his home from a sitting councilmember. And finally, tonight's hearing relates to Mr. Hickman's financial situation. He stated that these actions show a pattern of "discriminatory standards" being applied to Mr. Hickman, and questioned whether the same requirements are being applied to all program applicants. Mr. Argudo noted that Mr. Hickman's financial status has already been examined by a private

lender, which has determined that Mr. Hickman pre-qualified for a loan, and reiterated his claim that Mr. Hickman is the target of a politically-motivated action. He questioned the Board's neutrality since, in his opinion, the evidence shows that some councilmembers have previously targeted Mr. Hickman, which resulted in Mr. Hickman being removed from the Parks and Recreation Commission.

Mr. Argudo also noted that Mr. Hickman's legal counsel has previously requested public documents from the Authority and, to date, no documents have been provided. He also argued his opinion that Mr. Hickman's income does, in fact, fall within the low-income designation. He stated that, when individuals apply for loans, disability payments may be considered to determine the applicants' income. He also stated that the authority allows applicants to change the designated head of household in the event of an unfortunate event, like what occurred with Ms. Acero, and questioned whether the Authority has a policy in place specifically addressing such an event. He then cautioned the board members and stated that they may be personally liable for their actions.

BRIAN GUTIERREZ

Brian Gutierrez, who also introduced himself as a representative of Mr. Hickman, urged the Board to postpone making a decision on this matter until it has sufficient time to review all documents presented. He also expressed concern over the Board being unfamiliar with the processes of a private lender, and suggested that the Board postpone its decision until "a clear answer by city staff" is provided. He stated that the Authority should already have a policy in place that specifically addresses deaths of heads-of-households, which, in his opinion, should permit another household member to take the place of the deceased individual. He also suggested that such a policy permit for an adult that was not previously "on the lease" to become the new head of household.

Mr. Gutierrez then suggested that the Board look into the qualifications used by the private lender in determining that Mr. Hickman pre-qualified for a loan.

DAVID ARGUDO

David Argudo argued that the Authority lacks robust policies that covers events such as the death of the head of household, and reiterated his belief that Mr. Hickman should not be disqualified from the program.

JASON HICKMAN

Jason Hickman stated that he did not know why this hearing was necessary, as he had been awarded the house on multiple occasions. He also said he did not understand why he was the only one that was being made to qualify under the 2020 guidelines when all the other applicants were going off of their 2018 income. He insisted that he has always been forthright and that all the documents he has submitted contain true statements, and no documents were forged. He stated his

feeling that he was being discriminated against because the mother of his son passed away.

Mr. Hickman then advised that the documents that he submitted that do not contain signatures were submitted to his lender electronically, which is why these physical copies do not contain his signatures. He added that he has other income information that he could provide, such as his unemployment income, which he received since the school where he works has been shut down due to the pandemic. He stated his belief that the unemployment income, when added to his other sources of income, should qualify him for the low-income house.

VICE CHAIR BURROLA — Vice Chair Burrola disputed that the hearing was the equivalent of a "witch hunt" and stated that the matter is being addressed by the Board due to concerns expressed by several residents.

JASON HICKMAN — Jason Hickman asked whether the residents that expressed concern are the same ones that have accused him of lying and forging documents. He then asked whether the other program applicants have been asked to re-submit their financial information as well, to which Ms. Traxler indicated that all other applicants are being requested to recertify their income, and noted that the purpose of this hearing was to focus on Mr. Hickman's application.

DAVID ARGUDO — Responding to a question by David Argudo, Ms. Traxler advised that the termination of an applicant's eligibility was established in December 2013. These guidelines state that eligibility determinations would be made by the Executive Director, who would then send the notice to the applicant. The applicant would then have an opportunity to appeal, and all appeal hearings would be heard by the Housing Authority Board.

Mr. Argudo also asked if the guidelines establish a process that is followed in the event of a death of the head of household, to which Ms. Traxler indicated that the guidelines do not contain specific reasons for termination since eligibility is determined based on three different types of criteria, which include income, household size, as well as secondary and third priority criteria, such as whether the applicant is a disabled veteran and/or an Irwindale resident. All these details are calculated into a priority rating, which then, from the income level designation in the priority rating, determines eligibility. She advised that there are a number of reasons why an application could be terminated, but the guidelines do not address every possible scenario that may occur.

BOARD ATTORNEY GUERRA — Board Attorney Guerra added that the Board has previously made a policy determination of allocating homes based on certain income levels, and that it has now determined that this individual does not meet the income category for that house. Second, HUD guidelines

apply specifically to HUD programs, or federally funded programs via HUD, and advised that the Irwindale Housing Authority does not receive any HUD funds for its programs. Accordingly, the HUD regulations referenced do not apply in this scenario.

DAVID ARGUDO

Mr. Argudo then asked why staff has not provided the records request that Mr. Hickman's legal representative has submitted, to which Assistant Executive Director Olivares advised that staff received an email from Mr. Hickman on April 29, 2020, wherein he cancelled the request for records.

BRIAN GUTIERREZ

Responding to several questions from Brian Gutierrez, Assistant Executive Director Olivares repeated that the Housing Authority does not use any federal or state funding for its affordable housing programs.

JAMIE TRAXLER

Ms. Traxler reiterated that the Authority does not have a specific policy that addresses when heads of households pass away. Also, as stated in the December 18, 2013, guidelines, the Housing Authority's Executive Director makes the initial eligibility determination and sends it to the applicant, after which the applicant is given the opportunity to appeal the determination to the Housing Authority Board, which sits as the hearing panel. Once the hearing panel hears evidence, it issues a written decision that is final and may only be appealed to Superior Court.

DAVID ARGUDO

David Argudo asked for the date that Mr. Hickman sent the email to the Housing Authority to cancel the records request, to which Assistant Executive Director Olivares advised that it was sent on April 29, 2020. Mr. Argudo also questioned the use of certain HUD guidelines, to which Ms. Traxler advised that the Authority does utilize Title 24 CFR guidelines, which are published by HUD, but that said guidelines do not specifically apply only to HUD programs. She advised that it has been standard practice of the Housing Authority, since its initiation, to certify income based on those guidelines, which are approved by the State of California. She also advised that the same guidelines were used to certify Mr. Hickman's income in 2014, 2016, 2018, and 2020.

Mr. Argudo asked how many applicants have applied for the most recent phases of homes, to which Ms. Traxler again stated that the purpose of the hearing was to focus on Mr. Hickman's application and that, based on the guidelines already referenced, he does not qualify for the low-income category.

Mr. Argudo again asked how many aplicants' applications are being recertified, to which Ms. Traxler advised that she does not have the exact number, but can obtain it.

JAIME TRAXLER

Ms. Traxler concluded by stating that the income certification requirements and guidelines that determine how income is calculated have previously been adopted by the Board in December 2013. The guidelines have been established and have been used during this entire program, from beginning to end. With regard to the reason Mr. Hickman's income is being certified after the 2018 final income certification: at this point, escrow had not closed on the property, and the application guidelines specifically state that the application eligibility period closes upon being able to secure a loan and close escrow. Since escrow had not closed, eligibility determination must still be made. Once Ms. Acero passed away, staff was notified that eligibility would be an issue. With regard to Mr. Hickman's statement that he has unemployment wages that he received during 2020: the Executive Director provided Mr. Hickman with an opportunity to provide all pertinent information to the Authority, and Mr. Hickman's income was determined based on information that has been submitted. Additionally, the appeal notice that was sent to Mr. Hickman requested that he submit any documentation to the Authority that he intended to present to the Board at this hearing; however, he did not submit any updated financial information.

Ms. Traxler also clarified that the preapproval process for a private loan does not take into account the HCD income level category designations. She also reiterated that the program that is run by the Authority is not a HUD program and does not receive federal or state funding.

BRIAN GUTIERREZ

Brian Gutierrez argued that, based on the fact that the Authority does not have a policy in place that specifically addresses what will be done in the event that a head of household passes away, and in light of the abundance of documents presented, he urged the Board to postpone making a decision for a month to give staff time to review.

DAVID ARGUDO

David Argudo stated his belief that the process has demonstrated "injusticies" and "discriminatory patterns", even if they are not done intentionally. He also questioned the use of certain HUD guidelines. He requested that the Board postpone making a decision so that additional questions can be answered.

JASON HICKMAN

Jason Hickman thanked the Board for listening to his concerns, as well as staff for all their research. He stated that he had been unable to turn in his updated financial information on time, but that he has it now, if it would be accepted by the Board.

JAMIE TRAXLER

Ms. Traxler indicated that staff does not object to Mr. Hickman submitting his updated financial information now, if this is something the Board would permit.

BOARD MEMBER AMBRIZ — Board Member Ambriz stated his belief that Mr. Hickman was offered sufficient time to submit his information in a timely manner. He also stated that he took offense to Mr. Argudo's comments that the Board is politicizing this matter. He stated that, based on all the evidence provided, Mr. Hickman simply does not qualify under the low income category. He stated that the Board is following the policies and guidelines that have been in place since 2013, and that these are being applied consistently with all program applicants. He then stated that he was prepared to make a motion to deny the appeal.

VICE CHAIR BURROLA — Vice Chair Burrola spoke on the volume of documents presented, but agreed that the facts are clear. He then seconded Board Member Ambriz's motion.

CHAIR ORTIZ — Chair Ortiz stated that it is truly unfortunate that Ms. Acero passed away; however, he does not believe the matter is being politicized.

JAMIE TRAXLER — Ms. Traxler requested a ten minutes break so that a resolution can be prepared for the Board to adopt.

RECESS — At 8:20 p.m., the Board took a short recess.

RECONVENE — At 8:44 p.m., the Board reconvened in Open Session.

MARGARET AKERBLOM — Ms. Akerblom noted that, before the break, Mr. Hickman presented additional information relating to his income. She advised the Board to accept the information into the record. Mr. Hickman then provided the information to staff. Ms. Akerblom noted that the Authority's third-party consultant Becky Caha has reviewed the updated information submitted by Mr. Hickman.

BECKY CAHA — Mrs. Caha advised that she has reviewed the information supplied by Mr. Hickman and reiterated that the unemployment income cannot be counted since she would need to project current income going forward. Based on Mr. Hickman's past three paycheck stubs, and even averaging out the income for the past year, Mr. Hickman still does not belong in the low-income category.

RESOLUTION NO. HA 2020-16-099 ADOPTED — **Resolution No. HA 2020-16-099**, entitled:

"A RESOLUTION OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS DENYING THE APPEAL AND UPHOLDING AUTHORITY STAFF DETERMINATION OF THE MAYANS HOUSING PURCHASE PROGRAM HOUSING AWARD FOR THE HOME LOCATED AT 704 "A" STREET," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Board Member Ambriz, seconded by Vice Chair Burrola, and unanimously approved; Board Members Breceda and Garcia absent.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:48 p.m., in memory of Rosie Guerrero.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

HA ITEM 1A2

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

JANUARY 13, 2021
WEDNESDAY
7:42 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

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

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA

Dena Zepeda requested that the Board eliminate the existing 45-year covenant of existing home purchase and rehabilitation loans. She stated that many individuals, including members of the Board, such as the Chair, have previously benefitted from shorter covenants. She also complained that residents are not receiving as many free benefits as they used to.

Chief Assistant Authority Secretary Nieto read an email submitted by Dena Zepeda, wherein she makes allegations of corruption against Assistant Executive Director Olivares, and requested that the email be included in Mrs. Olivares' personnel file.

CHAIR ORTIZ

Chair Ortiz corrected Dena Zepeda and advised that he has not purchased his home through a City program.

BOARD MEMBER BRECEDA

Board Member Breceda expressed his understanding that the Board would look into the covenant requirements of the housing programs after the current housing phases are completed.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Breceda, seconded by Board Member Ambriz, to approve the Consent Calendar; 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 December 9, 2020

END OF CONSENT CALENDAR

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 7:50 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

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

City of IRWINDALE
AGENDA REPORT

HA ITEM 1B

Date: January 27, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance – 16128 Calle de Paseo, Irwindale, CA 91706

Executive Director's Recommendation:

1. Approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance for the property located at 16128 Calle de Paseo, Irwindale, CA 91706

2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

Prepared and Submitted by:

Robert Lee, Assistant Authority Counsel — Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, Executive Director

Analysis:

1. On August 9, 2009, The Jose S. and Dorina R. Castellanos Family Trust Dated 10/10/2003 (Owners) entered into an Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land (Deferred Housing Improvement Loan) (Agreement) with the Irwindale Redevelopment Agency (CRA) for the property located at 16128 Calle de Paseo, Irwindale, CA 91706 (Property).

2. The Owners have fulfilled their obligations under the terms of the Agreement. Pursuant to the Agreement, the CRA loaned Owners $52,903.19, which was secured by a deed of trust (Agency Deed of Trust). The Promissory Note indicates that repayment of the note amount is deferred and forgiven at the end of the 10 year period from the effective date of the Agreement. The effective date of the Agreement was August 9, 2009, which means the loan was forgiven on August 8, 2019.

3. It is now appropriate for the Board to approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land (Quitclaim Deed), and Substitution of Trustee and Full Reconveyance for the Property and authorize the Executive Director to execute the same, subject to Authority Counsel approval as to form. Doing so will terminate the Agreement and remove the Agency Deed of Trust from title once recorded.

FISCAL IMPACT:
None

ATTACHMENTS:
Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land

Substitution of Trustee and Full Reconveyance

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Irwindale Housing Authority
5050 N Irwindale Avenue
Irwindale, California 91706
Attention: Housing Authority Administrator

APN: 8417-031-024

[SPACE ABOVE FOR RECORDER'S USE ONLY]
Exempt from filing/recording fees per Govt. Code §27383

QUITCLAIM DEED TO TERMINATE AFFORDABLE HOUSING AGREEMENT, OPTION TO PURCHASE AND DECLARATION OF COVENANTS RUNNING WITH LAND

GRANTOR DECLARES that this Quitclaim Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic (as successor Housing Authority to the Irwindale Redevelopment Agency) ("**Grantor**") hereby remises, releases and forever quitclaims to **THE JOSE S. AND DORINA R. CASTELLANOS FAMILY TRUST DATED 10/10/2003** ("**Grantee**"), any and all of Grantor's right, title and interest in the real property legally described on Exhibit A attached hereto with respect to only that certain *"Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land"* dated August 9, 2009, and recorded on August 27, 2010, as Instrument No. 20101198629 in the Official Records of Los Angeles County, California ("**Agreement**").

This Quitclaim Deed is provided to confirm that the Agreement has terminated in accordance with its terms.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on its behalf by its respective officers thereunto duly authorized, this 27th day of January, 2021.

"GRANTOR"

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam
Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles, City of Irwindale, and is described as follows:

LOT 24 OF TRACT NO. 29197, AS PER MAP RECORDED IN BOOK 729, PAGES 61 AND 62 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8417-031-024

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NAME	Irwindale Housing Authority Attn: Executive Director
ADDRESS	5050 N Irwindale Avenue
CITY STATE & ZIP	Irwindale CA 91706

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

APN NO. 8417-031-024 Exempt from payment of recording fees pursuant to Govt Code § 6103.

Irwindale Housing Authority, a public body, corporate and politic (as successor Housing Authority to the Irwindale Redevelopment Agency) is the beneficiary ("**IHA**") under that certain Deed of Trust with Assignment of Rents dated August 5, 2009, made by The Jose S. and Dorina R. Castellanos Family Trust Dated 10/10/2003, as trustor, and First American Title Insurance Company, as trustee, which was recorded on August 27, 2010, as Instrument No. 20101198631 in the Official Records of Los Angeles County, California, and affecting the land described in said Deed of Trust ("**Deed of Trust**").

IHA hereby:

- As beneficiary, substitutes itself as trustee under the Deed of Trust and accepts such appointment; and
- As substitute trustee, hereby RECONVEYS WITHOUT WARRANTY, TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all of the estate, title and interest held by it as trustee under the Deed of Trust.

IN WITNESS WHEREOF, IHA as beneficiary and successor trustee has caused this instrument to be executed by its duly authorized officer.

Dated: January 27, 2021

As Beneficiary and Substitute Trustee:

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam, Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

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

City of IRWINDALE
AGENDA REPORT

HA ITEM 1C

Date: January 27, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance – 16038 Peppertree Lane, Irwindale, CA 91706

Executive Director's Recommendation:

1. Approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance for the property located at 16038 Peppertree Lane, Irwindale, CA 91706.

2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

Prepared and Submitted by:

Robert Lee, Assistant Authority Counsel — Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, Executive Director

Analysis:

1. On July 9, 2009, Guillermo Cordero and Lisa M. Cordero (Owners) entered into an Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land (Deferred Housing Improvement Loan) (Agreement) with the Irwindale Redevelopment Agency (CRA) for the property located at 16038 Peppertree Lane, Irwindale, CA 91706 (Property).

2. The Owners have fulfilled their obligations under the terms of the Agreement. Pursuant to the Agreement, the CRA loaned Owners $60,000, which was secured by a deed of trust (Agency Deed of Trust). The Promissory Note indicates that repayment of the note amount is deferred and forgiven at the end of the 10 year period from the effective date of the Agreement. The effective date of the Agreement was July 9, 2009, which means the loan was forgiven on July 8, 2019.

3. It is now appropriate for the Board to approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land (Quitclaim Deed), and Substitution of Trustee and Full Reconveyance for the Property and authorize the Executive Director to execute the same, subject to Authority Counsel approval as to form. Doing so will terminate the Agreement and remove the Agency Deed of Trust from title once recorded.

FISCAL IMPACT:
None

ATTACHMENTS:
Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land

Substitution of Trustee and Full Reconveyance

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Irwindale Housing Authority
5050 N Irwindale Avenue
Irwindale, California 91706
Attention: Housing Authority Administrator

APN: 8417-033-052

[SPACE ABOVE FOR RECORDER'S USE ONLY]
Exempt from filing/recording fees per Govt. Code §27383

QUITCLAIM DEED TO TERMINATE AFFORDABLE HOUSING AGREEMENT, OPTION TO PURCHASE AND DECLARATION OF COVENANTS RUNNING WITH LAND

GRANTOR DECLARES that this Quitclaim Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic (as successor Housing Authority to the Irwindale Redevelopment Agency) ("**Grantor**") hereby remises, releases and forever quitclaims to **GUILLERMO CORDERO AND LISA M. CORDERO, as husband and wife** ("**Grantee**"), any and all of Grantor's right, title and interest in the real property legally described on Exhibit A attached hereto with respect to only that certain *"Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land"* dated July 9, 2009, and recorded on October 22, 2009, as Instrument No. 20091598328 in the Official Records of Los Angeles County, California ("**Agreement**").

This Quitclaim Deed is provided to confirm that the Agreement has terminated in accordance with its terms.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on its behalf by its respective officers thereunto duly authorized, this 27th day of January, 2021.

"GRANTOR"

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam
Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles, City of Irwindale, and is described as follows:

LOT 31 OF TRACT 50583, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1186, PAGES 94 AND 95 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8417-033-052

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NAME	Irwindale Housing Authority Attn: Executive Director
ADDRESS	5050 N Irwindale Avenue
CITY STATE & ZIP	Irwindale CA 91706

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

APN NO. 8417-033-052 Exempt from payment of recording fees pursuant to Govt Code § 6103.

Irwindale Housing Authority, a public body, corporate and politic (as successor Housing Authority to the Irwindale Redevelopment Agency) is the beneficiary ("**IHA**") under that certain Deed of Trust with Assignment of Rents dated July 9, 2009, made by Guillermo Cordero and Lisa M. Cordero, as husband and wife, as trustor, and First American Title Insurance Company, as trustee, which was recorded on October 22, 2009, as Instrument No. 20091598329 in the Official Records of Los Angeles County, California, and affecting the land described in said Deed of Trust ("**Deed of Trust**").

IHA hereby:

- As beneficiary, substitutes itself as trustee under the Deed of Trust and accepts such appointment; and
- As substitute trustee, hereby RECONVEYS WITHOUT WARRANTY, TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all of the estate, title and interest held by it as trustee under the Deed of Trust.

IN WITNESS WHEREOF, IHA as beneficiary and successor trustee has caused this instrument to be executed by its duly authorized officer.

Dated: January 27, 2021

As Beneficiary and Substitute Trustee:

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam, Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

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

City of IRWINDALE
AGENDA REPORT

HA ITEM 1D

Date: January 27, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance – 4816 Sabre Lane, Irwindale, CA 91706

Executive Director's Recommendation:

1. Approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance for the property located at 4816 Sabre Lane, Irwindale, CA 91706.

2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

Prepared and Submitted by:

Robert Lee, Assistant Authority Counsel — Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel — *Electronically Approved*

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, Executive Director

Analysis:

1. On November 28, 2006, Jesus Rojas and Alicia Rojas (Owners) entered into an Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land (Deferred Housing Improvement Loan) (Agreement) with the Irwindale Redevelopment Agency (IRDA) for the property located at 4816 Sabre Lane, Irwindale, CA 91706 (Property).

2. The Owners have fulfilled their obligations under the terms of the Agreement. Pursuant to the Agreement, the IRDA loaned Owners $59,833.50, which was secured by a deed of trust (Agency Deed of Trust). The Promissory Note indicates that repayment of the note amount is deferred and forgiven at the end of the 10 year period from the effective date of the Agreement. The effective date of the Agreement was November 28, 2006, which means the loan was forgiven on November 27, 2016.

3. It is now appropriate for the Board to approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land (Quitclaim Deed), and Substitution of Trustee and Full Reconveyance for the Property and authorize the Executive Director to execute the same, subject to Authority Counsel approval as to form. Doing so will terminate the Agreement and remove the Agency Deed of Trust from title once recorded.

FISCAL IMPACT:
None

ATTACHMENTS:
Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land

Substitution of Trustee and Full Reconveyance

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Irwindale Housing Authority
5050 N Irwindale Avenue
Irwindale, California 91706
Attention: Housing Authority Administrator

APN: 8417-033-038

[SPACE ABOVE FOR RECORDER'S USE ONLY]
Exempt from filing/recording fees per Govt. Code §27383

QUITCLAIM DEED TO TERMINATE AFFORDABLE HOUSING AGREEMENT, OPTION TO PURCHASE AND DECLARATION OF COVENANTS RUNNING WITH LAND

GRANTOR DECLARES that this Quitclaim Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic (as successor Housing Authority to the Irwindale Redevelopment Agency) ("**Grantor**") hereby remises, releases and forever quitclaims to **JESUS ROJAS AND ALICIA ROJAS, HUSBAND AND WIFE AS JOINT TENANTS** ("**Grantee**"), any and all of Grantor's right, title and interest in the real property legally described on Exhibit A attached hereto with respect to only that certain *"Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land"* dated November 28, 2006, and recorded on October 5, 2007, as Instrument No. 20072291651 in the Official Records of Los Angeles County, California ("**Agreement**").

This Quitclaim Deed is provided to confirm that the Agreement has terminated in accordance with its terms.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on its behalf by its respective officers thereunto duly authorized, this 27th day of January, 2021.

"GRANTOR"

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam
Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles, City of Irwindale, and is described as follows:

LOT 17 OF TRACT NO. 50583, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1186, PAGES 94 AND 95 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8417-033-038

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NAME	Irwindale Housing Authority Attn: Executive Director
ADDRESS	5050 N Irwindale Avenue
CITY STATE & ZIP	Irwindale CA 91706

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

APN NO. 8417-033-038

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

Irwindale Housing Authority, a public body, corporate and politic (as successor Housing Authority to the Irwindale Redevelopment Agency) is the beneficiary ("**IHA**") under that certain Deed of Trust with Assignment of Rents dated May 31, 2007, made by Jesus Rojas and Alicia Rojas, husband and wife as joint tenants, as trustor, and First American Title Insurance Company, as trustee, which was recorded on October 5, 2007, as Instrument No. 20072291650 in the Official Records of Los Angeles County, California, and affecting the land described in said Deed of Trust ("**Deed of Trust**").

IHA hereby:

- As beneficiary, substitutes itself as trustee under the Deed of Trust and accepts such appointment; and
- As substitute trustee, hereby RECONVEYS WITHOUT WARRANTY, TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all of the estate, title and interest held by it as trustee under the Deed of Trust.

IN WITNESS WHEREOF, IHA as beneficiary and successor trustee has caused this instrument to be executed by its duly authorized officer.

Dated: January 27, 2021

As Beneficiary and Substitute Trustee:

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam, Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

HA ITEM 1E

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

City of
IRWINDALE
AGENDA REPORT

Date: January 27, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance – 16039 Martinez Street, Irwindale, CA 91706

Executive Director's Recommendation:

1. Approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance for the property located at 16039 Martinez Street, Irwindale, CA 91706.

2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

Prepared and Submitted by:

Robert Lee, Assistant Authority Counsel — Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, Executive Director

Analysis:

1. On June 19, 2006, Russ Osmonson and Darlene Osmonson (Owners) entered into an Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land (Deferred Housing Improvement Loan) (Agreement) with the Irwindale Redevelopment Agency (CRA) for the property located at 16039 Martinez Street, Irwindale, CA 91706 (Property).

2. The Owners have fulfilled their obligations under the terms of the Agreement. Pursuant to the Agreement, the CRA loaned Owners $59,913.40, which was secured by a deed of trust (Agency Deed of Trust). The Promissory Note indicates that repayment of the note amount is deferred and forgiven at the end of the 10 year period from the date of recordation of the Agreement. The Agreement was recorded October 6, 2006, which means the loan was forgiven on October 5, 2016.

3. It is now appropriate for the Board to approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land (Quitclaim Deed), and Substitution of Trustee and Full Reconveyance for the Property and authorize the Executive Director to execute the same, subject to Authority Counsel approval as to form. Doing so will terminate the Agreement and remove the Agency Deed of Trust from title once recorded.

FISCAL IMPACT:
None

ATTACHMENTS:
Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land

Substitution of Trustee and Full Reconveyance

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Irwindale Housing Authority
5050 N Irwindale Avenue
Irwindale, California 91706
Attention: Housing Authority Administrator

APN: 8417-033-045

[SPACE ABOVE FOR RECORDER'S USE ONLY]
Exempt from filing/recording fees per Govt. Code §27383

QUITCLAIM DEED TO TERMINATE AFFORDABLE HOUSING AGREEMENT, OPTION TO PURCHASE AND DECLARATION OF COVENANTS RUNNING WITH LAND

GRANTOR DECLARES that this Quitclaim Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic (as successor Housing Authority to the Irwindale Redevelopment Agency) ("**Grantor**") hereby remises, releases and forever quitclaims to **RUSS OSMONSON AND DARLENE OSMONSON, HUSBAND AND WIFE AS JOINT TENANTS** ("**Grantee**"), any and all of Grantor's right, title and interest in the real property legally described on Exhibit A attached hereto with respect to only that certain *"Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land"* dated June 19, 2006, and recorded on October 6, 2006, as Instrument No. 06-2232559 in the Official Records of Los Angeles County, California ("**Agreement**").

This Quitclaim Deed is provided to confirm that the Agreement has terminated in accordance with its terms.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on its behalf by its respective officers thereunto duly authorized, this 27th day of January, 2021.

"GRANTOR"

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam
Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles, City of Irwindale, and is described as follows:

LOT 24 OF TRACT NO. 50583, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1186, PAGE(S) 94 AND 95 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8417-033-045

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NAME	Irwindale Housing Authority Attn: Executive Director
ADDRESS	5050 N Irwindale Avenue
CITY STATE & ZIP	Irwindale CA 91706

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

APN NO. 8417-033-045 Exempt from payment of recording fees pursuant to Govt Code § 6103.

Irwindale Housing Authority, a public body, corporate and politic (as successor Housing Authority to the Irwindale Redevelopment Agency) is the beneficiary ("**IHA**") under that certain Deed of Trust with Assignment of Rents dated June 19, 2006, made by Russ Osmonson and Darlene Osmonson, husband and wife as joint tenants, as trustor, and First American Title Insurance Company, as trustee, which was recorded on October 6, 2006, as Instrument No. 06-2232558 in the Official Records of Los Angeles County, California, and affecting the land described in said Deed of Trust ("**Deed of Trust**").

IHA hereby:

- As beneficiary, substitutes itself as trustee under the Deed of Trust and accepts such appointment; and
- As substitute trustee, hereby RECONVEYS WITHOUT WARRANTY, TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all of the estate, title and interest held by it as trustee under the Deed of Trust.

IN WITNESS WHEREOF, IHA as beneficiary and successor trustee has caused this instrument to be executed by its duly authorized officer.

Dated: January 27, 2021

As Beneficiary and Substitute Trustee:

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam, Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

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

City of IRWINDALE
AGENDA REPORT

HA ITEM 1F

Date: January 27, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance – 2412 Citrus View Avenue, Irwindale, CA 91010

Executive Director's Recommendation:

1. Approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance for the property located at 2412 Citrus View Avenue, Irwindale, CA 91010.

2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

Prepared and Submitted by:

Robert Lee, Assistant Authority Counsel — Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, Executive Director

Analysis:

1. On December 14, 2004, Jose Raymundo Solano and Maria Yolanda Solano (Owners) entered into an Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land (Deferred Housing Improvement Loan) (Agreement) with the Irwindale Redevelopment Agency (CRA) for the property located at 2412 Citrus View Avenue, Irwindale, CA 91010 (Property).

2. The Owners have fulfilled their obligations under the terms of the Agreement. Pursuant to the Agreement, the CRA loaned Owners $49,956.90, which was secured by a deed of trust (Agency Deed of Trust). The Promissory Note indicates that repayment of the note amount is deferred and forgiven at the end of the 10 year period from the date of recordation of the Agreement. The Agreement was recorded September 20, 2006, which means the loan was forgiven on September 19, 2016.

3. It is now appropriate for the Board to approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land (Quitclaim Deed), and Substitution of Trustee and Full Reconveyance for the Property and authorize the Executive Director to execute the same, subject to Authority Counsel approval as to form. Doing so will terminate the Agreement and remove the Agency Deed of Trust from title once recorded.

FISCAL IMPACT:
None

ATTACHMENTS:
Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land

Substitution of Trustee and Full Reconveyance

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Irwindale Housing Authority
5050 N Irwindale Avenue
Irwindale, California 91706
Attention: Housing Authority Administrator

APN: 8534-001-056

[SPACE ABOVE FOR RECORDER'S USE ONLY]
Exempt from filing/recording fees per Govt. Code §27383

QUITCLAIM DEED TO TERMINATE AFFORDABLE HOUSING AGREEMENT, OPTION TO PURCHASE AND DECLARATION OF COVENANTS RUNNING WITH LAND

GRANTOR DECLARES that this Quitclaim Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic (as successor Housing Authority to the Irwindale Redevelopment Agency) ("**Grantor**") hereby remises, releases and forever quitclaims to **JOSE RAYMUNDO SOLANO AND MARIA YOLANDA SOLANO, HUSBAND AND WIFE AS JOINT TENANTS** ("**Grantee**"), any and all of Grantor's right, title and interest in the real property legally described on Exhibit A attached hereto with respect to only that certain *"Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land"* dated December 14, 2004, and recorded on September 20, 2006, as Instrument No. 06-2089620 in the Official Records of Los Angeles County, California ("**Agreement**").

This Quitclaim Deed is provided to confirm that the Agreement has terminated in accordance with its terms.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on its behalf by its respective officers thereunto duly authorized, this 27th day of January, 2021.

"GRANTOR"

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam
Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles, City of Irwindale, and is described as follows:

PARCEL 1:

LOT 4 OF TRACT NO. 32585, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 854, PAGE(S) 81 AND 82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES TO BE USED IN COMMON WITH OTHERS, OVER THAT PORTION OF LOTS 1, 2, 3 AND 5 OF SAID TRACT NO. 32585, INCLUDED WITHIN THAT CERTAIN STRIP OF LAND DESIGNATED ON THE MAPS OF SAID TRACT AS "CITRUS VIEW AVENUE" (PRIVATE FUTURE STREET).

APN: 8534-001-056

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NAME	Irwindale Housing Authority Attn: Executive Director
ADDRESS	5050 N Irwindale Avenue
CITY STATE & ZIP	Irwindale CA 91706

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

APN NO. 8534-001-056

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

Irwindale Housing Authority, a public body, corporate and politic (as successor Housing Authority to the Irwindale Redevelopment Agency) is the beneficiary ("**IHA**") under that certain Deed of Trust with Assignment of Rents dated December 14, 2004, made by Jose Raymundo Solano and Maria Yolanda Solano, husband and wife as joint tenants, as trustor, and First American Title Insurance Company, as trustee, which was recorded on September 20, 2006, as Instrument No. 06-2089619 in the Official Records of Los Angeles County, California, and affecting the land described in said Deed of Trust ("**Deed of Trust**").

IHA hereby:

- As beneficiary, substitutes itself as trustee under the Deed of Trust and accepts such appointment; and
- As substitute trustee, hereby RECONVEYS WITHOUT WARRANTY, TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all of the estate, title and interest held by it as trustee under the Deed of Trust.

IN WITNESS WHEREOF, IHA as beneficiary and successor trustee has caused this instrument to be executed by its duly authorized officer.

Dated: January 27, 2021

As Beneficiary and Substitute Trustee:

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam, Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

HA ITEM 1G

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

City of IRWINDALE
AGENDA REPORT

Date: January 27, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance – 16051 Calle Breceda, Irwindale, CA 91706

Executive Director's Recommendation:

1. Approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance for the property located at 16051 Calle Breceda , Irwindale, CA 91706.

2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

Prepared and Submitted by:

Robert Lee, Assistant Authority Counsel — Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, Executive Director

Analysis:

1. On May 5, 2006, Pedro Delgado and Joaquina Delgado (Owners) entered into an Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land (Deferred Housing Improvement Loan) (Agreement) with the Irwindale Redevelopment Agency (CRA) for the property located at 16051 Calle Breceda, Irwindale, CA 91706 (Property). At that time, the Property's address was 16051 Olive Street.

2. The Owners have fulfilled their obligations under the terms of the Agreement. Pursuant to the Agreement, the CRA loaned Owners $59,176.90, which was secured by a deed of trust (Agency Deed of Trust). The Promissory Note indicates that repayment of the note amount is deferred and forgiven at the end of the 10 year period from the date of recordation of the Agreement. The Agreement was recorded July 10, 2006, which means the loan was forgiven on July 9, 2016.

3. Pedro Delgado passed away and title to the Property is now held in the name of Joaquina Rogel Ocampo, Joaquina Delgado's maiden name.

4. It is now appropriate for the Board to approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land (Quitclaim Deed), and Substitution of Trustee and Full Reconveyance for the Property and authorize the Executive Director to execute the same, subject to Authority Counsel approval as to form. Doing so will terminate the Agreement and remove the Agency Deed of Trust from title once recorded.

FISCAL IMPACT:
None

ATTACHMENTS:
Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land

Substitution of Trustee and Full Reconveyance

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Irwindale Housing Authority
5050 N Irwindale Avenue
Irwindale, California 91706
Attention: Housing Authority Administrator

APN: 8534-033-060

[SPACE ABOVE FOR RECORDER'S USE ONLY]
Exempt from filing/recording fees per Govt. Code §27383

QUITCLAIM DEED TO TERMINATE AFFORDABLE HOUSING AGREEMENT, OPTION TO PURCHASE AND DECLARATION OF COVENANTS RUNNING WITH LAND

GRANTOR DECLARES that this Quitclaim Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic (as successor Housing Authority to the Irwindale Redevelopment Agency) ("**Grantor**") hereby remises, releases and forever quitclaims to **JOAQUINA ROGEL OCAMPO, A WIDOW** ("**Grantee**"), any and all of Grantor's right, title and interest in the real property legally described on Exhibit A attached hereto with respect to only that certain *"Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land"* dated May 5, 2006, and recorded on July 10, 2006, as Instrument No. 06-1512281 in the Official Records of Los Angeles County, California ("**Agreement**").

This Quitclaim Deed is provided to confirm that the Agreement has terminated in accordance with its terms.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on its behalf by its respective officers thereunto duly authorized, this 27th day of January, 2021.

"GRANTOR"

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam
Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles, City of Irwindale, and is described as follows:

PARCEL 3 OF PARCEL MAP 24044, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 266, PAGES 58 AND 59 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8417-033-060

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NAME	Irwindale Housing Authority Attn: Executive Director
ADDRESS	5050 N Irwindale Avenue
CITY STATE & ZIP	Irwindale CA 91706

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

APN NO. 8417-033-060

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

Irwindale Housing Authority, a public body, corporate and politic (as successor Housing Authority to the Irwindale Redevelopment Agency) is the beneficiary ("**IHA**") under that certain Deed of Trust with Assignment of Rents dated May 5, 2006, made by Pedro Delgado and Joaquina Delgado, husband and wife as joint tenants, as trustor, and First American Title Insurance Company, as trustee, which was recorded on July 10, 2006, as Instrument No. 06-1512282 in the Official Records of Los Angeles County, California, and affecting the land described in said Deed of Trust ("**Deed of Trust**").

IHA hereby:

- As beneficiary, substitutes itself as trustee under the Deed of Trust and accepts such appointment; and
- As substitute trustee, hereby RECONVEYS WITHOUT WARRANTY, TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all of the estate, title and interest held by it as trustee under the Deed of Trust.

IN WITNESS WHEREOF, IHA as beneficiary and successor trustee has caused this instrument to be executed by its duly authorized officer.

Dated: January 27, 2021

As Beneficiary and Substitute Trustee:

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam, Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

HA ITEM 1H

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

City of
IRWINDALE
AGENDA REPORT

Date: January 27, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement, and Substitution of Trustee and Full Reconveyance – 16028 Calle de Paseo, Irwindale, CA 91706

Executive Director's Recommendation:

1. Approve the Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement, and Substitution of Trustee and Full Reconveyance for the property located at 16028 Calle de Paseo, Irwindale, CA 91706.

2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

Prepared and Submitted by:

Robert Lee, Assistant Authority Counsel — Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, Executive Director

Analysis:

1. On June 11, 1998, Rose B. Guerrero (Owner) entered into a Home Improvement Deferred Interest Loan Agreement (Agreement) with the Irwindale Community Redevelopment Agency (CRA) for the property located at 16028 Calle de Paseo, Irwindale, CA 91706 (Property).

2. The Owner has fulfilled her obligations under the terms of the Agreement. Pursuant to the Agreement, the CRA loaned Owner $4,440.00, secured by a deed of trust (Agency Deed of Trust). The Promissory Note, dated June 11, 1998, indicates that at the end of the 10-year period from date of the Promissory Note, the accrued interest is forgiven and the principal amount is to be repaid at any time after the 10 year period. On February 26, 2015, the Owner paid $4,440.00 to the Irwindale Housing Authority, as housing successor to the CRA.

3. Through a Grant Deed to a Revocable Trust dated April 9, 2015 and recorded on September 2, 2015, as Instrument No. 2015-1086395 in the Official Records of Los Angeles County, California, Rose B. Guerrero transferred the Property to Rose Guerrero, as trustee of the Rose Guerrero Living Trust, U/A dated April 9, 2015.

4. It is now appropriate for the Board to approve the Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement, and Substitution of Trustee and Full Reconveyance for the Property and authorize the Executive Director to execute the same, subject to Authority Counsel approval as to form. Doing so will terminate the Agreement and remove the Agency Deed of Trust from title once recorded.

FISCAL IMPACT:
None

ATTACHMENTS:
Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement

Substitution of Trustee and Full Reconveyance.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Irwindale Housing Authority
5050 N Irwindale Avenue
Irwindale, California 91706
Attention: Housing Authority Administrator

APN: 8417-031-040

[SPACE ABOVE FOR RECORDER'S USE ONLY]
Exempt from filing/recording fees per Govt. Code §27383

QUITCLAIM DEED TO TERMINATE HOME IMPROVEMENT DEFERRED INTEREST LOAN AGREEMENT

GRANTOR DECLARES that this Quitclaim Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic (as successor Housing Authority to the Irwindale Community Redevelopment Agency) ("**Grantor**") hereby remises, releases and forever quitclaims to **ROSE GUERRERO, AS TRUSTEE OF THE ROSE GUERRERO LIVING TRUST, U/A DATED APRIL 9, 2015** ("**Grantee**"), any and all of Grantor's right, title and interest in the real property legally described on Exhibit A attached hereto with respect to only that certain *"Home Improvement Deferred Interest Loan Agreement"* dated June 11, 1998, and recorded on July 16, 1999, as Instrument No. 99-1317915 in the Official Records of Los Angeles County, California ("**Agreement**").

This Quitclaim Deed is provided to confirm that the Agreement has terminated in accordance with its terms.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on its behalf by its respective officers thereunto duly authorized, this 27th day of January, 2021.

"GRANTOR"

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam
Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

01005.0013/692955.1

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles, City of Irwindale, and is described as follows:

PARCEL 49 IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON COUNTY OF LOS ANGELES MAP OF POSSESSORY AND AGREEMENT LINES, SURVEYED OCTOBER 1958, JOB NO. 0300.07 (SURVEY DIVISION FILE NO. 99-32-5) IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN.

APN: 8417-031-040

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NAME	Irwindale Housing Authority Attn: Executive Director
ADDRESS	5050 N Irwindale Avenue
CITY STATE & ZIP	Irwindale CA 91706

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

APN NO. 8417-031-040

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

Irwindale Housing Authority, a public body, corporate and politic (as successor Housing Authority to the Irwindale Community Redevelopment Agency) is the beneficiary ("**IHA**") under that certain Deed of Trust with Assignment of Rents dated June 11, 1998, made by Rose B. Guerrero, as trustor, and Rehab Financial Corporation, as trustee, which was recorded on July 16, 1999, as Instrument No. 99-1317915 in the Official Records of Los Angeles County, California, and affecting the land described in said Deed of Trust ("**Deed of Trust**").

IHA hereby:

- As beneficiary, substitutes itself as trustee under the Deed of Trust and accepts such appointment; and
- As substitute trustee, hereby RECONVEYS WITHOUT WARRANTY, TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all of the estate, title and interest held by it as trustee under the Deed of Trust.

IN WITNESS WHEREOF, IHA as beneficiary and successor trustee has caused this instrument to be executed by its duly authorized officer.

Dated: January 27, 2021

As Beneficiary and Substitute Trustee:

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam, Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

HA ITEM 1I

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

City of IRWINDALE
AGENDA REPORT

Date: January 27, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance – 2439 Ruelas Street, Irwindale, CA 91010

Executive Director's Recommendation:

1. Approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance for the property located at 2439 Ruelas Street, Irwindale, CA 91010.

2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

Prepared and Submitted by:

Robert Lee, Assistant Authority Counsel — Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, Executive Director

Analysis:

1. On August 19, 2004, Luis M. Gonzalez (Owner), at the time an unmarried man, entered into an Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land (Deferred Housing Improvement Loan) (Agreement) with the Irwindale Redevelopment Agency (RDA) for the property located at 2439 Ruelas Street, Irwindale, CA 91010 (Property).

2. The Owner has fulfilled his obligations under the terms of the Agreement. Pursuant to the Agreement, the RDA loaned Owner $49,996.90, which was secured by a deed of trust (Agency Deed of Trust). The Promissory Note indicates that repayment of the note amount is deferred and forgiven at the end of the 10 year period from the date of recordation of the Agreement. The Agreement was recorded December 14, 2004, which means the loan was forgiven on December 13, 2014.

3. On October 1, 2009, Owner transferred the Property to himself and his wife, Judith Juventina Gonzalez, who both now hold title to the Property as joint tenants, via Grant Deed recorded October 5, 2009 as Instrument No. 20091508244 in the Official Records of Los Angeles County, California.

4. It is now appropriate for the Board to approve the Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land (Quitclaim Deed), and Substitution of Trustee and Full Reconveyance for the Property and authorize the Executive Director to execute the same, subject to Authority Counsel approval as to form. Doing so will terminate the Agreement and remove the Agency Deed of Trust from title once recorded.

FISCAL IMPACT:
None

ATTACHMENTS:
Quitclaim Deed to Terminate Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land

Substitution of Trustee and Full Reconveyance

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Irwindale Housing Authority
5050 N Irwindale Avenue
Irwindale, California 91706
Attention: Housing Authority Administrator

APN: 8534-001-081

[SPACE ABOVE FOR RECORDER'S USE ONLY]
Exempt from filing/recording fees per Govt. Code §27383

QUITCLAIM DEED TO TERMINATE AFFORDABLE HOUSING AGREEMENT, OPTION TO PURCHASE AND DECLARATION OF COVENANTS RUNNING WITH LAND

GRANTOR DECLARES that this Quitclaim Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic (as successor Housing Authority to the Irwindale Redevelopment Agency) ("**Grantor**") hereby remises, releases and forever quitclaims to **LUIS M. GONZALEZ AND JUDITH JUVENTINA GONZALEZ, HUSBAND AND WIFE AS JOINT TENANTS** ("**Grantee**"), any and all of Grantor's right, title and interest in the real property legally described on Exhibit A attached hereto with respect to only that certain *"Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land"* dated August 19, 2004, and recorded on December 14, 2004, as Instrument No. 04-3216229 in the Official Records of Los Angeles County, California ("**Agreement**").

This Quitclaim Deed is provided to confirm that the Agreement has terminated in accordance with its terms.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on its behalf by its respective officers thereunto duly authorized, this 27th day of January, 2021.

"GRANTOR"

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam
Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles, City of Irwindale, and is described as follows:

LOT 8 OF TRACT NO. 45441, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1113, PAGES 97 TO 99 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8534-001-081

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NAME	Irwindale Housing Authority Attn: Executive Director
ADDRESS	5050 N Irwindale Avenue
CITY STATE & ZIP	Irwindale CA 91706

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

APN NO. 8534-001-081

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

Irwindale Housing Authority, a public body, corporate and politic (as successor Housing Authority to the Irwindale Redevelopment Agency) is the beneficiary ("**IHA**") under that certain Deed of Trust with Assignment of Rents dated August 19, 2004, made by Luis M. Gonzalez, an unmarried man, as trustor, and First American Title Insurance Company, as trustee, which was recorded on December 14, 2004, as Instrument No. 04-3216228 in the Official Records of Los Angeles County, California, and affecting the land described in said Deed of Trust ("**Deed of Trust**").

IHA hereby:

- As beneficiary, substitutes itself as trustee under the Deed of Trust and accepts such appointment; and
- As substitute trustee, hereby RECONVEYS WITHOUT WARRANTY, TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all of the estate, title and interest held by it as trustee under the Deed of Trust.

IN WITNESS WHEREOF, IHA as beneficiary and successor trustee has caused this instrument to be executed by its duly authorized officer.

Dated: January 27, 2021

As Beneficiary and Substitute Trustee:

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam, Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

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

City of
IRWINDALE
AGENDA REPORT

HA ITEM 1J

Date: January 27, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement, and Substitution of Trustee and Full Reconveyance – 5138 Ayon Avenue, Irwindale, CA 91706

Executive Director's Recommendation:

1. Approve the Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement, and Substitution of Trustee and Full Reconveyance for the property located at 5138 Ayon Avenue, Irwindale, CA 91706

2. Authorize the Executive Director to execute the Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement, and Substitution of Trustee and Full Reconveyance, subject to Authority Counsel approval as to form.

Prepared and Submitted by:

Robert Lee, Assistant Authority Counsel — Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, Executive Director

Analysis:

1. On April 11, 1996, Raul Hernandez and Carol Hernandez (Owners) entered into a Home Improvement Deferred Interest Loan Agreement (Agreement) with the Irwindale Community Redevelopment Agency (CRA) for the property located at 5138 Ayon Avenue, Irwindale, CA 91706 (Property).

2. The Owners have fulfilled their obligations under the terms of the Agreement. Pursuant to the Agreement, the CRA loaned Owners $19,535.00, which was secured by a deed of trust (Agency Deed of Trust). The Promissory Note, dated April 11, 1996, indicates that at the end of the 10-year period from date of the Promissory Note, the accrued interest is forgiven and the principal amount is to be repaid at any time after the 10 year period. In August 2005, the Owners paid the CRA $20,250.30 (the principal loan of $19,535.00 plus the $715.30 in interest).

3. Through an Interspousal Transfer Deed dated June 19, 2012 and recorded on June 27, 2012, as Instrument No. 2012-0954186 in the Official Records of Los Angeles County, California, Carol Hernandez transferred the Property to her husband, Raul Hernandez, as his sole and separate property.

4. It is now appropriate for the Board to approve the Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement (Quitclaim Deed), and Substitution of Trustee and Full Reconveyance for the Property and authorize the Executive Director to execute the same, subject to Authority Counsel approval as to form. Doing so will terminate the Agreement and remove the Agency Deed of Trust from title once recorded.

FISCAL IMPACT:
None

ATTACHMENTS:
Quitclaim Deed to Terminate Home Improvement Deferred Interest Loan Agreement

Substitution of Trustee and Full Reconveyance

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Irwindale Housing Authority
5050 N Irwindale Avenue
Irwindale, California 91706
Attention: Housing Authority Administrator

APN: 8417-029-022

[SPACE ABOVE FOR RECORDER'S USE ONLY]
Exempt from filing/recording fees per Govt. Code §27383

QUITCLAIM DEED TO TERMINATE HOME IMPROVEMENT DEFERRED INTEREST LOAN AGREEMENT

GRANTOR DECLARES that this Quitclaim Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic (as successor Housing Authority to the Irwindale Community Redevelopment Agency) ("**Grantor**") hereby remises, releases and forever quitclaims to **RAUL HERNANDEZ, a married man holding the property quitclaimed herein as his sole and separate property** ("**Grantee**"), any and all of Grantor's right, title and interest in the real property legally described on Exhibit A attached hereto with respect to only that certain *"Home Improvement Deferred Interest Loan Agreement"* dated April 11, 1996, and recorded on May 7, 1996, as Instrument No. 96-715800 in the Official Records of Los Angeles County, California ("**Agreement**").

This Quitclaim Deed is provided to confirm that the Agreement has terminated in accordance with its terms.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on its behalf by its respective officers thereunto duly authorized, this 27th day of January, 2021.

"GRANTOR"

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam
Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles, City of Irwindale, and is described as follows:

PARCEL 20 IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGE 58 ET. SEQ. OF OFFICIAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8417-029-022

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NAME	Irwindale Housing Authority Attn: Executive Director
ADDRESS	5050 N Irwindale Avenue
CITY STATE & ZIP	Irwindale CA 91706

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

APN NO. 8417-029-022 Exempt from payment of recording fees pursuant to Govt Code § 6103.

Irwindale Housing Authority, a public body, corporate and politic (as successor Housing Authority to the Irwindale Community Redevelopment Agency) is the beneficiary ("**IHA**") under that certain Deed of Trust with Assignment of Rents dated April 11, 1996, made by Raul Hernandez and Carol Hernandez, husband and wife, as trustor, and Stewart Ttile, as trustee, which was recorded on May 7, 1996, as Instrument No. 96-715800 in the Official Records of Los Angeles County, California, and affecting the land described in said Deed of Trust ("**Deed of Trust**").

IHA hereby:

- As beneficiary, substitutes itself as trustee under the Deed of Trust and accepts such appointment; and
- As substitute trustee, hereby RECONVEYS WITHOUT WARRANTY, TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all of the estate, title and interest held by it as trustee under the Deed of Trust.

IN WITNESS WHEREOF, IHA as beneficiary and successor trustee has caused this instrument to be executed by its duly authorized officer.

Dated: January 27, 2021

As Beneficiary and Substitute Trustee:

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
William K. Tam, Executive Director

ATTEST:

_____
Laura M. Nieto
Chief Authority Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra
Authority Counsel

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL: