

CITY OF IRWINDALE

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



NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

RECLAMATION AUTHORITY

SEPTEMBER 8, 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://us02web.zoom.us/j/87104592389>



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. RECESS TO CLOSED SESSION

A. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

Case Name: Calmat Co. dba Vulcan Materials Company v. City of Irwindale

Case Number: 21PSCV00700

B. Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

Property: Olive Pit (APN 8415-001-906, 908)

Agency negotiator: William Tam, City Manager

Negotiating Parties: United Rock Products Corp.

Under negotiation: Sublease Price and Terms

D. RECONVENE IN OPEN SESSION

E. REPORT FROM CLOSED SESSION

F. ADJOURNMENT

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

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

E. CHANGES TO THE AGENDA

F. COUNCIL MEMBER TRAVEL REPORTS

G. COUNCILMEMBER COMMENTS

H. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

1. Introduction of Nathaniel Woodard, Accountant

I. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Certificates of Recognition to Irwindale Businesses: California Custom Fruits and Flavors, Inc., Davis Wire Corporation, Huy Fong Irwindale, LLC, and Ready Pac Foods, Inc., in honor of their recognition by the Los Angeles County Sanitation District

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

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

A. Minutes

Recommendation: Approve the following minutes:

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

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Fee Waiver for Use of City Facility for a One-Day Flex Vote Center

Recommendation: **Adopt Resolution No. 2021-72-3284** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RATIFYING THE AUTHORIZATION FOR TEMPORARY USE OF THE IRWINDALE SENIOR CENTER DINING ROOM FOR THE 2021 GUBERNATORIAL RECALL ELECTION, AND APPROVING A CITY FACILITY FEE WAIVER FOR THE LOS ANGELES COUNTY REGISTRAR RECORDER" reading by title only and waiving further reading thereof.

Department: Administration / City Clerk

D. Award of Contract for Construction Management and Inspection Services for the Off-Site Improvements at The Park at Live Oak Development

Recommendation: (1) authorize the City Manager to enter into an agreement with FCG Consultants for As-Needed Construction Management and Inspection Services for the Off-Site Improvements at The Park at Live Oak Development in the amount of \$358,413.00; (2) approve a 20% contingency in the amount of \$71,683.00 to cover any additional Construction Management and Inspection Services needed to address unforeseeable work during the project.

Department: Engineering

2. NEW BUSINESS

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

- A. Introduction and First Reading of Ordinance No 758 Pertaining to an Amendment of the Reclamation Fund Annual Deposit (Joint Item with Reclamation Authority)

Recommendation: Discuss and consider for introduction for first reading, reading by title only and waiving further reading thereof, **Ordinance No. 758** 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 REQUIRED ANNUAL DEPOSIT"**

Department: Finance

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 June 23, 2021

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. Regular meeting held July 14, 2021

B. Investment Quarterly Report

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

Department: Finance

C. Consideration of Approval – Subordination of Home Purchase Loan at 2409 Alice Rodriguez Circle

Recommendation: 1) Approve the request by Diane Martino for the Housing Authority to subordinate its loan to a new loan made in a refinancing, subject to all conditions established by the Irwindale Housing Authority's Guidelines, Policies and Procedures for the Olson Housing Purchase Program; and 2) Authorize the Executive Director to execute the Subordination Agreement subject to Authority Counsel approval as to form.

Department: Board Counsel

D. Amendment of Olson Guidelines to Add Subordination Procedures

Recommendation: Approve amendment of the "Olson" Irwindale Housing Authority Guidelines, Policies, and Procedures to add procedures for subordination of agency loans.

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

RECLAMATION AUTHORITY

As required by Government Code section 54954.3, members of the City Council are also members of the Reclamation Authority, which is concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of \$300 for attending the Reclamation Authority meeting

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held June 9, 2021

B. Investment Quarterly Report – June 30, 2021

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

Department: Finance

C. 2021 3RD Quarter Mining Report of Nine SMARA Pits

Recommendation: Receive and file the report.

Department: Engineering

2. NEW BUSINESS

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

A. Introduction and First Reading of Ordinance No 758 Pertaining to an Amendment of the Reclamation Fund Annual Deposit (Joint Item with City Council)

Recommendation: Discuss and consider for introduction for first reading, reading by title only and waiving further reading thereof, **Ordinance No. 758** 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 REQUIRED ANNUAL DEPOSIT"**

Department: Finance

3. **PUBLIC HEARING**

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

4. **ADJOURNMENT**

AFFIDAVIT OF POSTING

I, Armando Hegdahl, Acting Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, Housing and Reclamation Authorities, to be held on September 8, 2021, be posted at the City Hall, Library, and Post Office on September 2, 2021.

Armando Hegdahl, CMC

Armando Hegdahl, CMC

Acting Deputy City Clerk

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

CC ITEM 1A1

**JULY 14, 2021
WEDNESDAY
5:30 P.M.**

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

ROLL CALL:

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

Present: William Tam, City Manager; and Adrian Guerra, City Attorney

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

**RECESS TO
CLOSED SESSION**

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

1) Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: William Tam, City Manager;
Adrian Guerra, Legal Counsel; Mary Hull, Human Resources Manager

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

ACTION: Discussed, update provided; no further reportable action taken

2) Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

Name of Case: City of Baldwin Park vs. City of Irwindale, et. al.
Case Number: Los Angeles County Superior Court Case BS163400
(Lead Case) [Consolidated with BS171622] [Related to BS163450
and BS171509]

Name of Case: City of Irwindale vs. Nu-Way, Industries, Inc., et. al.

Case Number: KC068677

ACTION: Update provided. No further reportable action taken.

3) Conference with Legal Counsel – Exposure to Litigation (City Council)

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

Number of potential cases: Two (2)

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

ACTION: Direction provided to staff to remove Item 2B from the regular agenda, which related to the discussion to remove Planning Chair Art Tapia from the Planning Commission.

ADJOURNMENT

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

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

CC ITEM 1A2

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

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

ROLL CALL:

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

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

**CHANGES TO THE
AGENDA**

CITY MANAGER TAM

City Manager Tam advised that Item No. 2B has been removed from the agenda.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

**COUNCILMEMBER
COMMENTS**

**MAYOR PRO TEM
BURROLA**

Mayor Pro Tem Burrola thanked the Police Department for patrolling the streets during the 4th of July and for notifying the public via social media regarding the consequences of utilizing illegal fireworks.

**COUNCILMEMBER
BRECEDA**

Councilmember Breceda also thanked the Police Department for their excellent work during the 4th of July, noting that many compliments were received from residents and non-residents.

MAYOR ORTIZ

Mayor Ortiz mentioned he also received compliments regarding the wonderful 4th of July Fireworks show, and noted that the Police Department issued citations to those who used illegal fireworks. He also requested that the meeting be adjourned in memory of Lydia Lopez.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

**ADMINISTRATION OF
OATH OF OFFICE TO
IRWINDALE POLICE**

ADMINISTRATION OF OATH OF OFFICE TO IRWINDALE POLICE
OFFICER STEVEN ORTIZ

OFFICER STEVEN
ORTIZ

The administration of the Oath of Office was made.

COMMUNITY
DEVELOPMENT
OFFICE SPECIALIST
JESUS HERNANDEZ

COMMUNITY DEVELOPMENT OFFICE SPECIALIST JESUS
HERNANDEZ

The introduction was made.

PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS

OATH OF OFFICE TO
TO NEWLY APPOINTED
PLANNING
COMMISSIONER
SUZANNE GOMEZ

OATH OF OFFICE TO NEWLY APPOINTED PLANNING
COMMISSIONER SUZANNE GOMEZ

The administration of the Oath of Office was made.

SPONTANEOUS
COMMUNICATIONS

SUZANNE GOMEZ

Suzanne Gomez thanked the Police Department for their hard work on the 4th of July, and thanked Recreation, Public Works, and Administration staff for helping organize the festivities.

PAULINE ACOSTA

Pauline Acosta extended her condolences to everybody that has lost a loved one recently and thanked the Police Department for calling the seniors on days with extreme heat.

DENA ZEPEDA

Dena Zepeda thanked the Police Department, congratulated Commissioner Gomez on her appointment, and complained about housing programs and made allegations of improprieties by staff.

CARMEN ROMAN

Carmen Roman congratulated Commissioner Gomez on her appointment, commended the Police Department for their work during the 4th of July, stated her belief that the residents' voices are not being heard with respect to commercial developments, and complained about housing program processes.

TERESA ORTIZ

Teresa Ortiz congratulated the new employees and Commissioner Gomez on her appointment, and recognized Police Department and Pool staff for their excellent service.

BRYAN LOPEZ

Bryan Lopez, representing the United Metal Recyclers of CA, spoke in support of metal recycling.

CARMEN ROMAN

Carmen Roman made additional complaints about housing program processes.

CONSENT CALENDAR

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

ITEM NO. 1A
MINUTES MINUTES

None for approval

ITEM NO. 1B
WARRANTS
/ DEMANDS
/ PAYROLL WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
RESIDENT VISION
PLAN – APPROVAL OF
RENEWAL AGREEMENT WITH VSP RESIDENT VISION PLAN – APPROVAL OF RENEWAL AGREEMENT WITH VSP

A two-year renewal agreement with VSP for the Resident Vision Program was approved and the City Manager was authorized to execute the renewal agreement.

ITEM NO. 1D
APPROVAL OF
RESOLUTIONS
RELATING TO
COMPENSATION AND
BENEFITS FOR CITY
EMPLOYEES AND
APPROVAL OF NEW
AND UPDATED JOB
CLASSIFICATIONS APPROVAL OF RESOLUTIONS RELATING TO COMPENSATION AND BENEFITS FOR CITY EMPLOYEES AND APPROVAL OF NEW AND UPDATED JOB CLASSIFICATIONS

RESOLUTION NO.
2021-54-3266
ADOPTED **Resolution No. 2021-54-3266**, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING NEW JOB CLASSIFICATIONS AND ASSOCIATED JOB SPECIFICATIONS AND APPROVING UPDATES TO EXISTING JOB SPECIFICATIONS”, and

RESOLUTION NO.
2021-53-3265
ADOPTED **Resolution No. 2021-53-3265**, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2021-29-3241, ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, COMPENSATION, AND BENEFITS FOR CITY EMPLOYEES,” were passed, approved, and adopted.

ITEM NO. 1E
SOUTHERN CA
EDISON LED STREET
LIGHTING UPGRADES
IN THE CITY OF
IRWINDALE

SOUTHERN CALIFORNIA EDISON LED STREET LIGHTING
UPGRADES IN THE CITY OF IRWINDALE

The City Manager was authorized to execute Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement between Southern California Edison and the City of Irwindale.

ITEM NO. 1F
AMENDMENT NO. 1
TO MOA BETWEEN
THE SAN GABRIEL
VALLEY COUNCIL OF
GOVERNMENTS AND
THE CITY OF
IRWINDALE FOR
PARTICIPATION IN THE
SAN GABRIEL VALLEY
NEIGHBORHOOD
COYOTE PROGRAM

AMENDMENT NO. 1 TO MEMORANDUM OF AGREEMENT
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS AND THE CITY OF IRWINDALE FOR
PARTICIPATION IN THE SAN GABRIEL VALLEY
NEIGHBORHOOD COYOTE PROGRAM

Amendment No. 1 to Memorandum of Agreement with the San Gabriel Valley Council of Governments and the City of Irwindale for participation in the San Gabriel Valley Neighborhood Coyote Program was approved and the City Manager was authorized to execute the amendment, subject to City Attorney approval as to form.

ITEM NO. 1G
AWARD OF CONTRACT
FOR TREE TRIMMING,
MAINTENANCE, AND
ARBORIST
INSPECTION SERVICES

AWARD OF CONTRACT FOR TREE TRIMMING, MAINTENANCE,
AND ARBORIST INSPECTION SERVICES

RESOLUTION NO.
2021-60-3272
ADOPTED

Resolution No. 2021-60-3272, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ADDITIONAL APPROPRIATION FOR TREE TRIMMING, MAINTENANCE, AND ARBORIST INSPECTION SERVICES FOR FISCAL YEAR 2021/2022", was passed, approved, and adopted, and the City Manager was authorized to execute a three-year contract agreement with West Coast Arborist for City-wide Tree Trimming, Maintenance, and Arborist Inspection Services with an option for three (3) one-year renewals, subject to City Attorney approval as to form.

ITEM NO. 1H
AUTHORIZATION FOR
THE SUBMISSION OF
APPLICATIONS TO THE
CA DEPT. OF
RESOURCES
RECYCLING AND
RECOVERY
(CALRECYCLE) FOR
PAYMENT PROGRAMS

AUTHORIZATION FOR THE SUBMISSION OF APPLICATIONS TO
THE CA DEPT. OF RESOURCES RECYCLING AND RECOVERY
(CALRECYCLE) FOR PAYMENT PROGRAMS

RESOLUTION NO.
2021-61-3273
ADOPTED

Resolution No. 2021-61-3273, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) GRANTS FOR WHICH THE CITY OF IRWINDALE IS ELIGIBLE," and

RESOLUTION NO.
2021-62-3274
ADOPTED

Resolution No. 2021-62-3274, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS," were passed, approved, and adopted.

ITEM NO. 1I
AMENDMENT NO. 1 TO
CONTRACT SERVICES
AGREEMENT WITH
CWA AIA INC. FOR
ARCHITECTURAL
DESIGN SERVICES
FOR IRWINDALE
PUBLIC LIBRARY
EXTENSION
PROJECT; P-999

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH CWA AIA INC. FOR ARCHITECTURAL DESIGN SERVICES FOR IRWINDALE PUBLIC LIBRARY EXTENSION PROJECT; P-999

1) Amendment No. 1 to Contract Services Agreement with CWA AIA, Inc. for Architectural Design Services for the preparation of the Plans, Specifications and Estimate (PS&E) for the Irwindale Public Library Extension Project (P-999) increasing the contract amount to \$293,850.00 (increase of \$179,950.00), was approved; 2) a 20% contingency in the amount of \$58,770 was approved to cover any additional services needed to address unforeseen site conditions during design; and 3) the City Manager was authorized to execute Amendment No. 1 subject to City Attorney approval as to form.

ITEM NO. 1J
AWARD OF CONTRACT
TO PROVIDE
PROFESSIONAL
SERVICES FOR THE
PREPARATION OF AN
ASSESSMENT
REPORT AND
RECOMMENDATIONS
FOR IMPROVEMENTS
TO THE EXISTING
IRWINDALE POLICE
DEPARTMENT AND
CITY HALL
FACILITIES

AWARD OF CONTRACT TO PROVIDE PROFESSIONAL SERVICES FOR THE PREPARATION OF AN ASSESSMENT REPORT AND RECOMMENDATIONS FOR IMPROVEMENTS TO THE EXISTING IRWINDALE POLICE DEPARTMENT AND CITY HALL FACILITIES

1) The City Manager was authorized to enter into an agreement, subject to City Attorney approval as to form, with Jeff Katz Architectural, Corporation, in the amount of \$173,765.00 for professional services for the preparation of an Assessment Report and Recommendations for Improvements to the existing Irwindale Police Department and City Hall facilities; and 2) a 20% contingency in the amount of \$34,753 was approved to cover additional services required to address any unforeseen site conditions during assessment.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A
UPDATE ON THE
AMERICAN RESCUE
PLAN ACT –
CORONAVIRUS LOCAL
FISCAL RECOVERY
FUNDING

UPDATE ON THE AMERICAN RESCUE PLAN ACT-
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDING

DIRECTOR CARREON Director Carreon presented the staff report.

MAYOR PRO TEM
BURROLA Mayor Pro Tem Burrola thanked staff and expressed his gratitude that the funds will be released soon to the City.

COUNCILMEMBER
AMBRIZ Councilmember Ambriz thanked the Finance Department for their diligence in ensuring that the City received the funds through this Act.

MAYOR ORTIZ Responding to a question by Mayor Ortiz regarding the use of the funds, Director Carreon indicated that the funding is in addition to the reimbursement of funding that the City is seeking. She noted that cities with larger populations stand to receive larger funding than Irwindale. She also advised that the City must comply with reporting requirements relating how the funds are utilized.

MOTION A motion was made by Councilmember Breceda, seconded by Mayor Ortiz, to receive and file the report updating the City Council on the American Rescue Plan Act – Coronavirus Local Fiscal Recovery Funding allocated to the City of Irwindale. The motion was unanimously approved.

ITEM NO. 2B
CONSIDERATION OF
REMOVAL OF MR.
ART TAPIA FROM THE
PLANNING
COMMISSION PER
DIRECTION OF
THE CITY COUNCIL

CONSIDERATION OF REMOVAL OF MR. ART TAPIA FROM THE
PLANNING COMMISSION PER DIRECTION OF THE CITY
COUNCIL

This item was removed from the agenda per the direction received from the City Council during Closed Session.

ITEM NO. 2C
CONSIDERATION OF
LOCATIONS FOR AN
EMERGENCY SHELTER
TO HOUSE THE
UNHOUSED

CONSIDERATION OF LOCATIONS FOR AN EMERGENCY
SHELTER TO HOUSE THE UNHOUSED

CITY MANAGER TAM City Manager Tam presented the staff report. He displayed the City's Zoning Map and advised that staff has identified two possible locations for Council consideration. However, staff requests

additional time to further analyze the sites and for the ad hoc committee consisting of Councilmember Ambriz and Mayor Ortiz to continue meeting with the other participating cities to strategize and come up with viable solutions.

MAYOR ORTIZ

Mayor Ortiz advised the he and Councilmember Ambriz will meet with the other participating cities next week to gather additional information and to continue planning efforts.

ITEM NO. 2D
VERBAL UPDATE ON
MOUNTAIN AVENUE
HOUSING PROJECT

VERBAL UPDATE ON MOUNTAIN AVENUE HOUSING PROJECT

ENGINEER HANNA

Engineer Hanna presented the update, wherein he indicated that the project is nearing completion. The contractor still must complete several punch list items before the City will issue the necessary permits. He also spoke on the concerns from a neighbor to the site, and how the City has addressed the concerns. Regarding the Manning site, there are no current, active permits or grading being performed at the site.

MAYOR ORTIZ

Replying to a question by Mayor Ortiz, Engineer Hanna advised that the permit for the site was issued for the backfilling of the pit. However, this has been completed, and the related certification has been issued.

DENA ZEPEDA

Dena Zepeda complained about housing staff.

CRYSTAL HERNANDEZ

Crystal Hernandez, who is scheduled to purchase one of the subject houses, complained about delays in the completion of the project.

MAYOR ORTIZ

Mayor Ortiz advocated for expediting the process as quickly as possible.

MAYOR PRO TEM
BURROLA

Mayor Pro Tem Burrola requested for the completion of the project to become City Manager Tam's first priority.

CARMEN ROMAN

Carmen Roman complained about delays in the project.

PUBLIC HEARINGS

ITEM NO. 3A
PUBLIC HEARING FOR
IRWINDALE BUSINESS
CENTER SEWER AND
STREET LIGHTING
MAINTENANCE
ASSESSMENT
DISTRICTS

PUBLIC HEARING FOR IRWINDALE BUSINESS CENTER SEWER
AND STREET LIGHTING MAINTENANCE ASSESSMENT
DISTRICTS

MANAGER DURAN	Manager Duran presented the report.
OPEN PUBLIC HEARING	At 7:38 p.m., Mayor Ortiz opened the public hearing.
CLOSE PUBLIC HEARING	There being no speakers, Mayor Ortiz closed the public hearing at 7:38 p.m.
COUNCILMEMBER GARCIA	Councilmember Garcia spoke on his previous requests for overhead lighting lines near 4 th Street and Tapia Street to be repaired and moved underground, to which City Manager Tam indicated that staff has repeatedly reported the issue to Edison, but will follow-through to make sure that the temporary overhead arrangement can be moved underground, as previously approved.
RESOLUTION NO. 2021-63-3275 ADOPTED	Resolution No. 2021-63-3275 , entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2021-2022, BEGINNING JULY 1, 2021, AND ENDING JUNE 30, 2022, FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS LOCATED WITHIN THE SEWER MAINTENANCE DISTRICT WITH THE IRWINDALE BUSINESS CENTER," and
RESOLUTION NO. 2021-64-3276 ADOPTED	Resolution No. 2021-64-3276 , entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2021-2022 BEGINNING JULY 1, 2021, AND ENDING JUNE 30, 2022, FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE EXISTING IRWINDALE BUSINESS CENTER STREET LIGHTING MAINTENANCE DISTRICT," were passed, approved, and adopted, on the motion of Councilmember Breceda, seconded by Councilmember Garcia, and unanimously approved.

**CITY MANAGER'S
REPORT**

CITY MANAGER TAM	City Manager Tam informed the Council that the Irwindale Community Foundation will have a booth during tomorrow's Music in the Park concert to raise funds. In addition, Huy Fong notified the City that the company will make a donation to the Foundation.
DIRECTOR RODRIGUEZ	Director Rodriguez provided updates on the upcoming events and activities of the Recreation Department and the Senior Center.

DENA ZEPEDA

Dena Zepeda thanked Director Rodriguez for her hard work and spoke very positively of the Recreation staff's customer service.

**AGENDA ITEMS
REQUESTED BY
COUNCILMEMBERS**

MAYOR PRO TEM
BURROLA

Mayor Pro Tem Burrola requested a meeting to discuss all matters pertaining to housing.

RECESS

At 7:46 p.m., the City Council took a short recess.

RECONVENE

At 7:51 p.m., the City Council reconvened with all members present.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:51 p.m., in memory of Lydia Lopez.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC ITEM 1B

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
August 2021

Payroll Batch DATE OF ISSUE 8/12/21	407-08-21, 408-08-21, 409-08-21 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	44,924.59
	14 Finance Department	20,728.33
	35 Police Department	191,703.99
	40 Recreation Department	21,687.80
	41 Aquatics Department	15,096.36
	42 Senior Citizens' Center	13,232.10
	44 Library	9,586.10
	51 Planning & Community Development	20,151.69
	52 Public Works - Engineering	28,493.51
	57 Public Works - Services	47,096.31
	Gross Payroll	414,431.93
	Required Deductions	(113,496.89)
	Voluntary Deductions	(15,590.28)
	Net Payroll	285,344.76
Payroll Batch DATE OF ISSUE 8/17/21	417-08-21 DEPARTMENT	AMOUNT
	41 Aquatics Department	287.00
	Gross Payroll	287.00
	Required Deductions	(29.13)
	Voluntary Deductions	-
	Net Payroll	257.87
Payroll Batch DATE OF ISSUE 8/26/21	421-08-21, 422-08-21 DEPARTMENT	AMOUNT
	11 City Council	5,699.99
	13 City Administrative Office	43,561.49
	14 Finance Department	20,511.75
	35 Police Department	176,916.03
	40 Recreation Department	18,509.59
	41 Aquatics Department	6,737.40
	42 Senior Citizens' Center	13,902.40
	44 Library	9,163.12
	51 Planning & Community Development	19,137.96
	52 Public Works - Engineering	27,673.21
	57 Public Works - Services	46,613.18
	Gross Payroll	388,426.12
	Required Deductions	(106,221.19)
	Voluntary Deductions	(16,444.78)
	Net Payroll	265,760.15

Electronic Payments

August 2021

August 16 - 31, 2021



Number	Vendor Name	Date	Amount
ACH	CalPERS	8/18/2021	78,592.15
ACH	CalPERS	8/16/2021	263.11
ACH	CalPERS	8/20/2021	2,100.00
ACH	CalPERS	8/27/2021	73,044.32
ACH	CalPERS	8/27/2021	4.14
ACH	EDD	8/18/2021	21,383.87
ACH	Federal Tax	8/18/2021	56,693.60
ACH	EDD	8/20/2021	3.44
ACH	Federal Tax	8/20/2021	8.32
ACH	EDD	8/27/2021	19,677.10
ACH	Federal Tax	8/27/2021	52,632.16
ACH	EDD	8/27/2021	2.80
ACH	Federal Tax	8/27/2021	14.89
ACH	Nationwide-457 Plan & Trust	8/26/2021	13,782.89
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	8/26/2021	2,620.00
ACH	PARS-FT	8/26/2021	26,563.62
ACH	PARS-PT	8/26/2021	1,280.23
ACH	ICMA	8/26/2021	14.89
587	First American Title Company	8/19/2021	503,881.00
588	First American Title Company	8/26/2021	503,881.00
589	First American Title Company	8/26/2021	443,641.00
590	First American Title Company	8/26/2021	503,881.00
591	First American Title Company	8/26/2021	481,948.00
592	First American Title Company	8/26/2021	426,170.00
593	CJPIA Insurance	8/24/2021	250,704.00
594	First American Title Company	8/26/2021	38,686.71
Report Total:			3,501,474.24

Accounts Payable

Checks by Date - Summary by Check Number

User: nwoodard
Printed: 9/1/2021 11:20 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
74776	AMBRIZ05	Albert Ambriz	08/23/2021	202.44
74777	AMBRIZ02	Virgina Ambriz	08/23/2021	75.00
74778	AT&T06	AT & T	08/23/2021	1,697.12
74779	CINGULAR	AT & T Mobility	08/23/2021	1,670.76
74780	BRECED04	Mark A. Breceda	08/23/2021	1,613.22
74781	BURROL08	Larry Burrola	08/23/2021	1,613.22
74782	CALIFO02	California American Water	08/23/2021	11.80
74783	CHARTE01	Charter Communications	08/23/2021	89.99
74784	CHICO01	Linda Chico	08/23/2021	220.00
74785	ESPINO10	Iris Espino	08/23/2021	916.71
74786	FRONT01	Frontier Communications	08/23/2021	15.95
74787	GARCIA03	Manuel Garcia	08/23/2021	1,613.22
74788	INDEPE	Independent Cities Association	08/23/2021	4,200.00
74789	IRWIND14	Irwindale Industrial Clinic	08/23/2021	380.00
74790	LOPEZJ01	Jade Lopez	08/23/2021	94.01
74791	OLIVAR01	Theresa Olivares	08/23/2021	1,357.42
74792	OPTUM01	OptumRx, Inc.	08/23/2021	38,801.66
74793	ORTIZH	H. Manuel Ortiz	08/23/2021	1,123.96
74794	PURCHA	Purchase Power	08/23/2021	2,020.99
74795	SCE02	Southern California Edison	08/23/2021	1,091.30
74796	TEXAS01	Texas Life Insurance Co.	08/23/2021	2,673.70
74797	TPX 01	TPX Communications	08/23/2021	2,358.21
74798	verizonw	Verizon Wireless	08/23/2021	1,359.29
74799	XAV01	Xavus Solutions LLC	08/23/2021	5,700.00
74800	ZEPEDA04	Dena Zepeda	08/26/2021	3,306.60
74801	CALIFO56	California State Disbursement Unit	08/26/2021	604.15
74802	CALIFO57	California State Disbursement Unit	08/26/2021	143.07
74803	CITY01	City of Hope	08/26/2021	54.00
74804	FRANC06	Franchise Tax Board	08/26/2021	307.65
74805	ICEA	Irwindale City Employee Assoc.	08/26/2021	792.00
74806	IMEA	Irwindale Mgmt Employee Assoc.	08/26/2021	400.00
74807	IRWIND02	Irwindale Police Officers Assoc.	08/26/2021	3,118.10
74808	LOSANG31	Los Angeles County Sheriff's Dept.	08/26/2021	23.73
74809	PETTYC05	City of Irwindale Petty Cash	08/26/2021	380.88
74810	AMERIC34	American Fidelity Assurance Co	08/26/2021	2,498.67
74811	AT&T02	AT & T	08/26/2021	33.34
74812	AT&T06	AT & T	08/26/2021	43.02
74813	AZUSALW	Azusa Light & Water	08/26/2021	486.15
74814	CHARTE01	Charter Communications	08/26/2021	82.12
74815	PMIDEN	Delta Dental Insurance Company	08/26/2021	1,086.31
74816	PMIDEN01	Delta Dental of California	08/26/2021	12,269.88
74817	FRONT01	Frontier Communications	08/26/2021	268.27
74818	GALVAN02	Claudia Galvan	08/26/2021	400.00
74819	LEGAL03	Legal Shield	08/26/2021	37.90
74820	MCIWOR	MCI Comm Service	08/26/2021	38.37
74821	NATION23	National Union Fire Insurance	08/26/2021	670.02
74822	OLIVAR01	Theresa Olivares	08/26/2021	1,947.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
74823	PETTYC05	City of Irwindale Petty Cash	08/26/2021	108.31
74824	SCE02	Southern California Edison	08/26/2021	313.19
74825	SANGAB11	Southern California News Group	08/26/2021	1,686.00
74826	STANDA01	Standard Insurance Co. RV	08/26/2021	414.45
74827	STANDA03	Standard Insurance Company	08/26/2021	2,102.35
74828	VISION01	Vision Service Plan - (CA)	08/26/2021	4,298.62
74829	ZEPEDA04	Dena Zepeda	08/26/2021	300.00
74830	AMAZON	Amazon	08/30/2021	6,033.42
74831	ALTE01	Alternative Hose Incorporated	09/08/2021	76.36
74832	CDW01	CDW Government	09/08/2021	6,474.17
74833	CHRISN01	Chris Nelson & Associates, Inc.	09/08/2021	1,670.00
74834	GAME01	GameTime	09/08/2021	41,915.85
74835	HARDY02	Hardy & Harper	09/08/2021	517,096.33
74836	HDL01	Hdl Software, LLC	09/08/2021	9,765.48
74837	ROSENO	Rosenow Spevacek Group Inc	09/08/2021	262.50
74838	SOUTH09	Southern Computer Warehouse Inc,	09/08/2021	29,099.88
74839	WALT01	Walters Wholesale Electric Co.	09/08/2021	284.47
74840	AZBUS01	A-Z Bus Sales	09/08/2021	53.45
74841	B&BTIR	B & B Tires Service	09/08/2021	50.00
74842	BAKER01	Baker & Taylor Books	09/08/2021	377.32
74843	BARNEY	Barney's Locksmith Service	09/08/2021	358.20
74844	BILLST	Bill's Truck Repair, Inc.	09/08/2021	190.80
74845	BLACKA	Black & White Emergency Vehicles	09/08/2021	160.00
74846	NEST01	Blue Triton Brands, Inc.	09/08/2021	584.72
74847	BRITEW	BriteWorks, Inc.	09/08/2021	13,539.95
74848	CHRISN01	Chris Nelson & Associates, Inc.	09/08/2021	1,427.50
74849	CINTAS	Cintas Corporation #693	09/08/2021	275.50
74850	CMTA02	CMTA	09/08/2021	95.00
74851	DEPTOF02	County of LA Dept of Animal Care & Cont	09/08/2021	2,592.23
74852	LACOUN02	County of Los Angeles	09/08/2021	370.00
74853	CPRSCA	CPRS Park & Recreation	09/08/2021	165.00
74854	DAVIDE	David Evans & Associates Inc	09/08/2021	2,195.30
74855	DOGWAS01	Dog Waste Depot	09/08/2021	426.21
74856	DUNNBR	James R. Dunn	09/08/2021	1,178.94
74857	FEDEX	FedEx	09/08/2021	38.62
74858	HASA01	Hasa Inc.	09/08/2021	944.64
74859	HINDER	Hinderliter, De Llamas & Assoc	09/08/2021	5,158.35
74860	INTELL01	Intelli-tech, Inc.	09/08/2021	288.00
74861	ITERIS	Iteris, Inc.	09/08/2021	4,350.00
74862	JOEAGO	Joe A. Gonsalves & Son	09/08/2021	2,375.00
74863	JUSTIRE	Just Tires	09/08/2021	679.40
74864	LANDSC	Landscape Warehouse III	09/08/2021	186.32
74865	LAWREN05	Daniel Lawrence	09/08/2021	9,655.90
74866	LEWISE	Lewis Engraving, Inc.	09/08/2021	24.26
74867	LG2WB01	LG2WB Engineers, Inc	09/08/2021	1,718.00
74868	LINCOL03	Lincoln Aquatics	09/08/2021	967.94
74869	LSA01	LSA Associates, Inc.	09/08/2021	1,633.75
74870	MAINTE01	Maintex	09/08/2021	681.12
74871	MOUNT01	MNRO Holdings, LLC	09/08/2021	52.95
74872	MONROV07	Monrovia Chrysler Dodge Jeep Ram	09/08/2021	122.22
74873	PEARSO01	NCS Pearson, Inc	09/08/2021	32.00
74874	OFFICE03	Office Depot	09/08/2021	817.64
74875	ORKINP	Orkin Pest Control	09/08/2021	870.00
74876	PHOENI01	Phoenix Construction & Management	09/08/2021	30,000.00
74877	PLACE01	PlaceWorks, Inc.	09/08/2021	61,300.96
74878	PROPRINT	Pro Printing, Inc.	09/08/2021	56.23
74879	PACIFI13	Rene David LTD	09/08/2021	162.95

Check No	Vendor No	Vendor Name	Check Date	Check Amount
74880	RICOH02	Ricoh USA, Inc	09/08/2021	1,673.13
74881	RIGHT01	Right of Way, Inc.	09/08/2021	2,081.86
74882	ROSENO	Rosenow Spevacek Group Inc	09/08/2021	862.50
74883	SANGAB16	San Gabriel Basin Water	09/08/2021	2,256.00
74884	STOTZ01	Stotz Equipment	09/08/2021	543.61
74885	ULTRAS	Ultrasystems Environmental Inc	09/08/2021	1,237.50
74886	UNITED11	United Site Services of CA Inc	09/08/2021	539.99
74887	VISTA01	Vista Paint Corporation	09/08/2021	249.33
74888	WALT01	Walters Wholesale Electric Co.	09/08/2021	154.90
74889	WIN02	Win Structural Consulting Group	09/08/2021	16,925.00
Report Total (114 checks):				894,472.77

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

City of
IRWINDALE
AGENDA REPORT

Date: September 8, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Fee Waiver for Use of City Facility for a One-Day Flex Vote Center

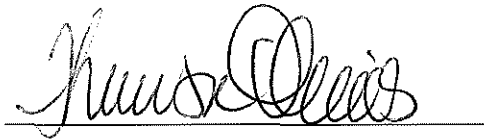
City Manager's Recommendation:

Adopt Resolution No. 2021-72-3284 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RATIFYING THE AUTHORIZATION FOR TEMPORARY USE OF THE IRWINDALE SENIOR CENTER DINING ROOM FOR THE 2021 GUBERNATORIAL RECALL ELECTION, AND APPROVING A CITY FACILITY FEE WAIVER FOR THE LOS ANGELES COUNTY REGISTRAR RECORDER" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk

Electronically Approved

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:

There will be a California Gubernatorial Recall Election held on Tuesday, September 14, 2021. The County has implemented a vote center model, to include multi-day access to voting and new ballot marking devices. Additional protocols related to room size have been established to ensure social distancing due to the COVID-19 pandemic.

City staff and representatives from the Los Angeles County Registrar Recorder / County Clerk's (RR/CC) office have worked collaboratively to identify a new location for a one-day, flex vote center within the City limits. The Irwindale Senior Center Dining Room is the most viable City facility that meets the requirements to hold a vote center.

The City of Irwindale will be hosting a one-day flex vote center on Sunday, September 12, 2021 at the Irwindale Senior Center Dining Room from 9 a.m. to 5:00 p.m. during which time Irwindale residents and any Los Angeles County registered voter may vote early or drop off their vote by mail ballots.

This facility does not have an assigned rental fee on the City's Schedule of Fees and Charges, as this room is not made available for rental to the general public. Therefore, a fee of \$1,000 would have been assessed at the same rate as the Community Center, and collected as revenue to the General Fund. However the use of the facility for the election meets the criteria for consideration of a fee waiver according to the City of Irwindale's Fee Adjustment Policy by way of serving the public purpose of providing safe voting accessibility to the community, including the residents of the City of Irwindale, the employees of local businesses who are registered voters in Los Angeles County, and any registered Los Angeles County voter who may wish to utilize the flex vote center in Irwindale.

The RR/CC Flex Vote Center agreement was executed by the City Manager to facilitate the setup and use of the facility, requiring the Council to retroactively approve the use of this facility for this purpose. The City Attorney's office has reviewed the Authorization for Temporary Space Use, which provides that the RR/CC agrees to pay legitimate, documented claims arising from injury and or property damages that may be sustained inside of the designated voting space for the duration of time RR/CC occupies the space. As a public entity, the County is self-insured and has provided a copy of its Certificate of Self Insurance Coverage, which is included with this report.

Fiscal Impact:

The approval of this item will result in a fee waiver of \$1,000. This facility does not have an assigned rental fee on the City's Schedule of Fees and Charges, as this room is not made available for rental to the general public. Therefore, a fee of \$1,000 would have been assessed at the same rate as the Community Center, and collected as revenue to the General Fund.

Attachment(s):

Resolution No. 2021-72-3284

Application for Fee Adjustment

Authorization for Temporary Space Use

RESOLUTION NO. 2021-72-3284

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RATIFYING
THE AUTHORIZATION FOR TEMPORARY USE OF THE IRWINDALE SENIOR
CENTER DINING ROOM FOR THE 2021 GUBERNATORIAL RECALL ELECTION,
AND APPROVING A CITY FACILITY FEE WAIVER FOR THE LOS ANGELES
COUNTY REGISTRAR RECORDER**

WHEREAS, there will be a California Gubernatorial Recall Election held on Tuesday, September 14, 2021; and

WHEREAS, the outer City Council Chambers have been previously utilized as the City's only voting precinct; and

WHEREAS, the Los Angeles County Registrar Recorder / County Clerk has implemented a "vote center" model for the elections it conducts, and has established protocols to ensure the health and safety of the voters due to the COVID-19 pandemic, including minimum room size; and

WHEREAS, the outer City Council Chambers can no longer be utilized as the City's voting precinct as it does not meet the specifications required for a vote center; and

WHEREAS, City staff and County representatives identified the Irwindale Senior Center Dining Room as the most viable City facility that meets the required specifications for a vote center; and

WHEREAS, the City of Irwindale will be hosting a one-day flex vote center on Sunday, September 12, 2021 from 9 a.m. to 5:00 p.m. during which time Irwindale residents and any Los Angeles County registered voter may vote early or drop off their vote by mail ballots at the Irwindale Senior Center Dining Room; and

WHEREAS, the Irwindale Senior Center Dining Room does not have an assigned rental fee on the City's Schedule of Fees and Charges, as this room is not made available for rental to the general public. Therefore, a fee of \$1,000 would have been assessed at the same rate as the Community Center, and collected as revenue to the General Fund; and

WHEREAS, the use of this facility for the election meets the criteria for a fee waiver according to the approved "City of Irwindale Fee Adjustment Policy" because it serves the public purpose of providing safe voting accessibility to the community including the residents of the City of Irwindale, the employees of local businesses who are registered voters in Los Angeles County, and any registered Los Angeles County voter who may wish to utilize the flex vote center in Irwindale; and

WHEREAS, the City Manager has executed the Authorization for Temporary Space Use to the Los Angeles County Registrar-Recorder/County Clerk, which the City Council desires to approve and ratify.

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

Section 1. The City Council finds the above recitals true and correct and they are incorporated herein.

Section 2. The City Council hereby waives the rental fee of \$1,000 for the Irwindale Senior Center Dining Room for use as a flex vote center on Sunday, September 12, 2021. The City Council hereby finds that waiving the rental fee of \$1,000 for the Irwindale Senior Center Dining Room serves the valid public purpose of supporting the community's ability to safely vote during the election through the use of the .

Section 3. The City Council hereby ratifies and approves the Authorization for Temporary Space Use to the Los Angeles County Registrar-Recorder/County Clerk.

Section 4. The Chief Deputy City Clerk shall certify the adoption of this Resolution which shall take effect immediately.

PASSED, APPROVED and ADOPTED this 8th of September 2021.

H. Manuel Ortiz, Mayor

ATTEST

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-72-3284 duly adopted by the City Council of the City of the City of Irwindale, at a regular meeting held on the 8th day of September 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers

Laura M. Nieto, MMC
Chief Deputy City Clerk



CITY OF IRWINDALE

FEE ADJUSTMENT POLICY FOR CITY RENTAL FACILITIES

The City of Irwindale would like to alleviate some financial difficulties associated with using City facilities and wish to use the City facilities to serve a public purpose. To achieve this goal, the City is implementing this "Fee Adjustment Policy for Rental Facilities" to encourage the residents of Irwindale and not-for-profit organizations located in the City to participate and promote events that are beneficial to the community or otherwise provide a public service. The City will approve fee waivers or reductions for those Irwindale residents and not-for-profit organizations located in the City that meet the criteria below.

I. ADJUSTMENTS ARE AVAILABLE FOR THE FOLLOWING FEES

To achieve the City's goal of assisting the residents of Irwindale and not-for-profit organizations located in the City, the following fees are available for waiver or reduction in an amount deemed appropriate by the City Council or the City Manager pursuant to the criteria in this Policy:

- A. Community Center facility use fee
- B. Our Lady of Guadalupe Mission facility use fee
- C. Dan Diaz Recreation Banquet Room and Kitchen facility use fee
- D. Picnic Shelter facility use fee
- E. Fred Herrera Softball Field use fee
- F. Dan Diaz Recreation Facility use fee
- G. Any other public facility as the City Manager or City Council, as appropriate, may approve

II. CRITERIA FOR CONSIDERATION

The following criteria must be established to qualify for a fee waiver or fee reduction by the City Council:

1. Applicants for fee waivers or reductions must be:
 - a. Resident of Irwindale; or
 - b. Recognized by the Internal Revenue Service as a not-for-profit organization or charitable organization organized primarily for veteran, patriotic, welfare, civic betterment, religious or charitable purposes, which has a principal and permanent meeting place, office, or place of worship within the City, and has

been organized and established in the City for a minimum of period of one year, continuously, preceding the filing of a fee waiver application.

2. Fee waivers or reductions may be granted for City fees where it can be shown, through documentary proof:

a. A financial hardship exists as follows:

1. For an individual resident, a financial hardship may include, but not be limited to, an unexpected need of assistance arising from illness, casualty loss, or other such unforeseeable occurrence, or difficulty paying essential costs to provide for the individual's health and welfare based on income; and
2. For a non-profit organization, a financial hardship may include a significant portion of annual revenues dedicated towards the use of the facility.

b. Serve a public purpose by demonstrating that use of the City facility will:

i. Benefit the community. This includes, but is not limited to, circumstances where the applicant:

1. Supports civic or community programs for the City's residents or businesses; or,
2. Provides financial assistance to the City's residents or businesses.

ii. Provide a public service or otherwise promote the public health, safety and welfare. This includes, but is not limited to, circumstances where the entity provides needed donations or other assistance to residents and businesses of the City in areas such as:

1. Health care;
2. Counseling services;
3. Abatement of dangerous or unhealthful living or working conditions, including, but not limited to, those constituting violations of the Irwindale Municipal Code;
4. Transportation needs of residents;
5. Nutrition needs of residents; or
6. Educational assistance.

III. PROCESS FOR CONSIDERATION

An Irwindale resident, individual or organization who would like to be considered for a fee waiver or adjustment should complete an "Application for Fee Adjustment of City

Rental Facilities" and submit it to the City Clerk's Office. The City Manager will review the request and, if it meets the criteria of this Policy, and the request is for five hundred dollars (\$500) or less, the City Manager will provide the applicant with a response within fifteen (15) days. If the City Manager's decision is adverse to the applicant, the decision can be appealed to the City Council.

If the applicant requests a fee adjustment in excess of five hundred dollars (\$500), and meets the criteria of this policy, the City Manager will agendaize the item for City Council review and consideration under the guidelines of this Policy. If the City Council finds that all the requirements have been met, the waiver will be granted and process along with any Facility Use Agreement or Permit Application. Alternatively, the City Council may reduce such fee in an amount it deems appropriate based upon its assessment of the level by which the proposed activity meets the criteria outlined in this Policy. The decision of the City Council on any fee waiver or reduction shall be final.

**OFFICE USE ONLY:**

Received By: _____

Date: _____

CITY OF IRWINDALE**APPLICATION FOR FEE ADJUSTMENT
OF CITY RENTAL FACILITIES**APPLICANT Los Angeles County Registrar-Recorder/County Clerk☐ Resident ☒ Not-for-Profit Organization*ADDRESS 12400 Imperial Highway, Norwalk,TELEPHONE (562) 462-2799 e-mail: _____CITY RENTAL FACILITY: Irwindale Senior Center Dining RoomFEE(S) REQUESTING TO BE WAIVED: Rental Fees**STATEMENT OF FINANCIAL HARDSHIP AND PUBLIC PURPOSE:**

The waiver is requested so that the Senior Center Dining Room may be utilized as a one-day flex vote center for the September 14, 2021 CA Gubernatorial Recall Election. The public purpose is served as the vote center will facilitate the community's ability to voter prior to election day and to securely drop off their vote by mail ballots. LA County cities have been asked to collaborate with their registrars to provide facilities for the purpose of voting.

Evidence of financial hardship and public purpose served (to support assertion of financial hardship, attach all documents establishing current financial situation, including all bank statements, most current tax forms, and essential expenses):

By signing below, I confirm that all of the above and attached information is true and correct. By signing below I also attest to the fact that payment of City fees for the City's rental facilities is a financial hardship and will serve a public purpose.

Applicant Signature_____
Date

*Must provide evidence of Internal Revenue Service Non-Profit status, principal and permanent meeting place, and length of time established at this location.



COUNTY OF LOS ANGELES

08/31/2021

CERTIFICATE OF SELF-INSURANCE COVERAGE

PRODUCER/INSURED

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
RISK MANAGEMENT BRANCH
320 WEST TEMPLE STREET, 7TH FLOOR
LOS ANGELES, CA 90010

This certificate is provided for informational purposes only, and does not affect, or expand any of the County's obligations pursuant to the Agreement. This Certificate also confirms that the County is not an insurance company, and that no insurance obligation or relationship exists, or will be established in any manner whatsoever between the County and any individual, contractor, vendor and public or private entity/organization.

ENTITIES AFFORDING COVERAGE

COUNTY OF LOS ANGELES

PARTICIPATION
100%

COVERAGES

This Certificate of County Self-Funding Insurance Obligation (Certificate) is the County of Los Angeles (County) authorized Statement that is elected to self-fund its financial obligations. This self-funding of liability is in lieu of commercial insurance coverage, and applies only to the extent permitted by State Law.

The County is permitted to self-fund its liabilities arising from acts or omissions of the County; its appointed and elected officers, employees and volunteers (except actual fraud, corruption, or malice), by virtue of California Government Code Sections 989-991.2, County Code 5.32 and Articles 1 and 2 of the County Charter. The liabilities that the County self-funds include general, automobile, property and workers' compensation.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
☒ Commercial General Liability	Self Insured	08/31/2021	08/31/2022	Occurrence Amount - \$2,000,000 Aggregate Amount - \$4,000,000
☒ Automobile Liability	Self Insured	08/31/2021	08/31/2022	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
☒ Property Liability	Self Insured	08/31/2021	08/31/2022	Occurrence Amount - \$2,000,000 Aggregate Amount - \$4,000,000
☒ Workers' Compensation and Employers Liability	Self Insured	08/31/2021	08/31/2022	Occurrence Amount - Statutory Statutory aggregate

DEPARTMENT OF OPERATIONS/LOCATIONS

County Department
Facility Use Agreement

Registrar-Recorder/County Clerk
Recall Election

Certificate Holder
Irwindale Senior Center

16116 Arrow Highway
Irwindale, CA, 91706

CANCELLATION

SHOULD THE COUNTY ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY WILL NOTIFY THE HOLDERS ON ITS RISK MANAGEMENT WEBSITE

BY:

STEVE ROBLES, COUNTY RISK MANAGER



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Flex Vote Center

**Authorization for Temporary Space Use
2021 Gubernatorial Recall Election
Sunday, September 12, 2021 – 9:00 am - 5:00 pm**

***Irwindale Senior Center
16116 Arrow Highway
Irwindale, CA 91706
Senior Center Dining Room***

Authorization is granted to the *Los Angeles County Registrar-Recorder/County Clerk (RR/CC)* for use of the above designated voting space for election events conducted for the 2021 Gubernatorial Recall Election.

This agreement will allow the general public to visit the Flex Vote Center located at your facility on Sunday, September 12, 2021, 9:00 am – 5:00 pm. Participants will be allowed to park in designated areas and will be provided access to the designated voting space. In response to COVID-19, Flex Vote Centers will be fully equipped to ensure voter safety with social distancing guidelines.

RR/CC staff will be provided access to the designated space from 8:00 am – 9:00 am for setup and 5:00 pm – 6:00 pm for breakdown on Sunday, September 12, 2021. At the completion of breakdown, the space will be returned the condition it was in upon arrival.

Sensitive and secured voting equipment will be used in the designated voting space for the duration of the voting period. Access to the designated voting space for the duration of the event will be restricted to only those authorized by the RR/CC. Signage directing the public to the designated voting space will be placed in agreed upon areas and should remain in place for the duration of the event.

Los Angeles County is self-insured. RR/CC agrees to pay legitimate, documented claims arising from injury and or property damages that may be sustained inside of the designated voting space for the duration of time RR/CC occupies the space.

Please list two contact persons who can provide access to the facility and/or parking lot during the program:

Name: Eloise Beltran Title: Senior Center Manager

Phone: 626- 848-4524 Email: /EBeltran@irwindaleca.gov

Name: Laura Nieto Title: Chief Deputy City Clerk

Phone: 626-848-4166 Email: LNieto@irwindaleca.gov

Please list an emergency contact (to be used should a facility not be opened during agreed upon time):

Name: Elizabeth Rodriguez Title: Public Services Director

Phone: 626-848-4437 Email: ERodriguez@irwindaleca.gov

Approved by:

<u>William K. Tam</u>	<u>City Manager</u>	<u></u>	<u>September 2, 2021</u>
Printed Name	Title	Authorization Signature	Date

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

City of
IRWINDALE
AGENDA REPORT

Date: September 8, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Award of Contract for Construction Management and Inspection Services for the Off-Site Improvements at The Park at Live Oak Development

City Manager's Recommendation:

That the City Council (1) authorize the City Manager to enter into an agreement with FCG Consultants for As-Needed Construction Management and Inspection Services for the Off-Site Improvements at The Park at Live Oak Development in the amount of \$358,413.00; (2) approve a 20% contingency in the amount of \$71,683.00 to cover any additional Construction Management and Inspection Services needed to address unforeseeable work during the project.

Administrative Action:

Submitted by:

Arsanious Hanna, Director of Engineering / Building Official

Electronically Approved by
Director of Engineering /
Building Official

Prepared by:

Daniel Co, Assistant City Engineer
(626) 430-2296

Electronically Approved by
Assistant City Engineer

Reviewed by:

Adrian R. Guerra, City Attorney

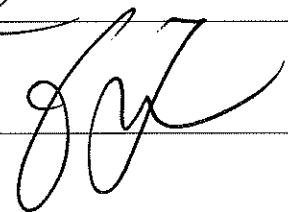
Electronically Approved by
City Attorney

Eva Carreon, Finance Director / City Treasurer

Approved by:

William Tam, City Manager





Background and Analysis:

The construction plans for the off-site improvements associated with The Park at Live Oak development project have been approved and the project is ready to move forward with construction. The off-site improvements include: new meandering sidewalks, median and parkway landscaping/irrigation, two new traffic signals, modifications to one existing traffic signal, and street resurfacing and restriping. Project management and construction inspection services will be required to complete the off-site improvements. Currently, there is a water main installation being constructed for the development.

The full cost of the construction management and inspection for this project will be paid for in full by the developer and encroachment permit applicant, Irwindale Partners LP.

On August 9, 2021, staff issued a Request for Proposals (RFP) for Construction Management and Inspection Services for the Off-Site Improvements at The Park at Live Oak Development to six consultants; however, two consultants did not submit a proposal.

The following is a summary of responses to the City's RFP for Construction Management and Inspection Services:

Rank	Consultants	Senior Inspector Hourly Rate	Construction/ Project Manager
1	FCG Consultants	\$126.43	\$189.64
2	Transtech Engineers, Inc.	\$140.00	\$170.00
3	Dudek	\$130.00	\$155.00/\$180.00
4	Wallace & Associates	\$148.00	\$156.00
5	SA Associates	No proposal submitted	
6	California Construction Support Services	No proposal submitted	

Staff evaluated each proposal received and ranked each consultant based on technical competency, project understanding, experience, staff qualifications and availability, and history. Public Works Engineering staff determined FCG Consultants Inc. was the most qualified firm for the project, and recommend awarding them the contract for Construction Management and Inspection Services. The total as-needed contract amount for this project was calculated based on the total engineer's costs estimate of the improvements.

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

Fiscal Impact:

The full cost of the construction management and inspection will be paid for by the developer and encroachment permit applicant, Irwindale Partners LP. . A deposit for the full

contract amount will be collected prior to the approval of the encroachment permit. All costs associated with the construction management and inspection services contract will be charged against the deposit.

Attachment(s):

1. Contract Services Agreement between the City of Irwindale and FCG Consultants for Construction Management and Inspection Services for the Off-Site Improvements at The Park at Live Oak Development

CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR
AS-NEEDED CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES FOR THE OFF-SITE IMPROVEMENTS AT THE PARK AT
LIVE OAK DEVELOPMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 8th day of September, 2021, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and to FCG CONSULTANTS, INC., 22885 Savi Ranch Parkway, Suite G Yorba Linda, CA 92887 (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 Three Hundred Fifty-Eight Thousand Four Hundred Thirteen and 00/100 Dollars (\$358,413.00), including all reimbursable expenses ("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 but not exceeding a total increase amount of Seventy-One Thousand Six Hundred Eighty-Three Dollars (\$71,683.00) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. 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 eighteen (18) months from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Mr. Abdallah Fakhouri, P.E. 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

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONSULTANT:

FCG CONSULTANTS, INC

By: _____
Name:
Title:

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

STATE OF CALIFORNIA

COUNTY OF _____

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	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	_____
☐ CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	_____
☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____
☐ GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
☐ OTHER _____	

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform project management and construction inspection services for the Project, including, but not limited to, the following (herein after referred to collectively as "Services"):**
- A. Routine Inspections.** Consultant will perform as-needed inspections of the project, including:
- i. Attend pre-construction meetings.
 - ii. Review shop drawings and submittals from contractors.
 - iii. Provide field inspections of work in progress to ensure compliance with plans and specifications.
 - iv. Take digital photos of each construction phase throughout the duration of a project.
 - v. Serve as inspector of record (create redline on as-built drawings) for work inspected.
 - vi. Prepare and distribute written daily inspection reports via e-mail and/or hardcopy.
 - vii. Coordinate inspections with utility companies and contractors as necessary.
 - viii. Coordinate special testing and inspection work as required by the Contract Officer.
 - ix. Report instances of apparent non-compliance with contract plans, specifications to the City's Public Works staff for resolution.
 - x. Verify prevailing wages and payroll information.
 - xi. Verify progress payments.
- B. Testing.** Consultant will be responsible for overseeing the testing and reviewing testing reports for the Project. Testing will include, but not be limited to:
- i. Soil compaction testing.
 - ii. Asphalt concrete testing.
 - iii. Concrete slump and strength testing.
- C. Project Management.** Consultant will perform construction and/or project management and inspection for the Project, including:
- i. Construction management and inspection is required for the Project for approximately eighteen (18) months and may require both day and night inspections. Thus, a minimum of two inspectors are required for the Project. Consultant shall assign and provide a project/construction manager to coordinate with the inspectors, the contractors, the development company, and the City to ensure they are up-to-date on the Project. Consultant must ensure the utility company and/or contractor is in compliance with the

approved Plans, Specifications, and other requirements, including, but not limited to, Traffic Control, Cal-OSHA Standards, Outside Agency Permits, Standard Plans, and other applicable public right-of-way requirements.

- ii. Attend pre-construction and progress meetings.
- iii. Ensure utility company and/or contractor provides flyers whereby residents, business owners, and other parties are informed of lane closures and general project information.
- iv. Ensure the contractor is following NPDES regulations and requirements.
- v. Assign a minimum of (2) inspectors to the City for the Project. The Consultant must provide as many inspectors necessary to cover inspections throughout the duration of the Project. This may require inspectors to cover a 24-hour period, 7 days a week. Since the Project is a large-scale project, the City, through the Consultant, will work with the contractor, to ensure a monthly inspection schedule is provided in advance to determine how many inspectors will be required to perform work for that day, week, and month. The City anticipates two (2) to four (4) inspectors may be required throughout certain phases of the project within a 24-hour period.
- vi. Prepare daily diaries/logs ("Inspection Report") fill out "incident reports," and take before, during and after photos of the Project. A daily Inspection Report identifying work done by the contractor in the format required by the City shall be submitted to the City on the next business day for review and filing.
- vii. Provide digital images of construction project to the City in "jpg" format when delivering Inspection Reports.
- viii. Review and approve submittals.

D. Punch-List. Consultant shall prepare a "punch-list" of unfinished work by the utility company and/or the contractor and ensure that it is completed in order to close the encroachment permit. Consultant shall submit the "punch list" of items not finished or completed to the utility company or contractor in order to close out the permit.

E. Frequency of Inspections: Frequency of inspection will be dependent on the Project and determined by the Contract Officer. Night and weekend inspections will require the inspector to remain onsite to monitor the Project, and ensure traffic control is in place and the City's and other utility company's infrastructure is not compromised.

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

- A. Daily Inspection Reports - Photographs of Project submitted with Inspection Reports
- B. Incident reports detailing incidents, accidents, or occurrences at the Project, which may lead to claims.
- C. Punch-list

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:

- Construction/Project Manager – A.B. Fakhouri, PE
- Construction Inspector – Casey Morales
- Construction/Electrical Inspector – David Molino
- Backup Inspectors – David Alcala, Tony Alfakhouri, Don Lewis, Anthony Moussa, Tyler Haddadin

EXHIBIT "B"

SPECIAL REQUIREMENTS

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

In connection with the Services provided pursuant to the terms of this Agreement, Consultant shall provide the Services at the cost and hourly rate as provided below. City will pay Consultant for completed Services, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum of \$358,413.00. Expenses not listed below will not be reimbursed by the City, and no hourly fees or mileage will be charged for travel to and from City Hall and the project site.

City will pay Consultant as described below upon City's receipt of a written invoice provided by Consultant at the hourly billing rates set forth below in the chart upon City's receipt of a written invoice provided by Consultant no more than monthly. Payments for services shall be made within thirty (45) days of receipt of Consultant's invoice



PROPOSED PROJECT BUDGET & FEE SCHEDULE

PROPOSED PROJECT BUDGET AND FEE SCHEDULE

COST PROPOSAL								
City of Irwindale Construction Management and Inspection Services for The Off-Site Improvements at The Park at Live Oak Project								
Consultant or Subconsultant <u>FCG (Prime)</u>				Contract No. _____		Date <u>8/24/2021</u>		
FRINGE BENEFIT %		+	OVERHEAD %	+	GENERAL ADMINISTRATION %		=	COMBINED%
NORMAL		+		+			=	136.31%
OVERTIME		+		+			=	136.31%
			FEE %	7%				
BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual hourly rate	% or \$ increase	Hourly rate - for classification only
	Straight	OT(1.5x)	OT(2x)	From	To			
Project Manager*	\$ 189.64	\$ 284.46	\$ 379.28	8/24/2021	12/31/2021	\$ 75.00		
	\$ 191.54	\$ 287.30	\$ 383.07	1/1/2022	12/31/2022	\$ 75.75	1.00%	
	\$ 193.45	\$ 290.18	\$ 386.90	1/1/2023	12/31/2023	\$ 76.51	1.00%	
Construction Manager**	\$ 189.64	\$ 284.46	\$ 379.28	8/24/2021	12/31/2021	\$ 75.00		
	\$ 191.54	\$ 287.30	\$ 383.07	1/1/2022	12/31/2022	\$ 75.75	1.00%	
	\$ 193.45	\$ 290.18	\$ 386.90	1/1/2023	12/31/2023	\$ 76.51	1.00%	
Structures Representative*	\$ 189.64	\$ 284.46	\$ 379.28	8/24/2021	12/31/2021	\$ 75.00		
	\$ 191.54	\$ 287.30	\$ 383.07	1/1/2022	12/31/2022	\$ 75.75	1.00%	
	\$ 193.45	\$ 290.18	\$ 386.90	1/1/2023	12/31/2023	\$ 76.51	1.00%	
Construction Manager/Inspector**	\$ 151.71	\$ 227.57	\$ 303.42	8/24/2021	12/31/2021	\$ 60.00		
	\$ 153.23	\$ 229.84	\$ 306.46	1/1/2022	12/31/2022	\$ 60.60	1.00%	
	\$ 154.76	\$ 232.14	\$ 309.52	1/1/2023	12/31/2023	\$ 61.21	1.00%	
Scheduler	\$ 151.71	\$ 227.57	\$ 303.42	8/24/2021	12/31/2021	\$ 60.00		
	\$ 153.23	\$ 229.84	\$ 306.46	1/1/2022	12/31/2022	\$ 60.60	1.00%	
	\$ 154.76	\$ 232.14	\$ 309.52	1/1/2023	12/31/2023	\$ 61.21	1.00%	
Construction Inspector**	\$ 126.43	\$ 189.64	\$ 252.85	8/24/2021	12/31/2021	\$ 50.00		
	\$ 127.69	\$ 191.54	\$ 255.38	1/1/2022	12/31/2022	\$ 50.50	1.00%	
	\$ 128.97	\$ 193.45	\$ 257.93	1/1/2023	12/31/2023	\$ 51.01	1.00%	
Structures Inspector**	\$ 126.43	\$ 189.64	\$ 252.85	8/24/2021	12/31/2021	\$ 50.00		
	\$ 127.69	\$ 191.54	\$ 255.38	1/1/2022	12/31/2022	\$ 50.50	1.00%	
	\$ 128.97	\$ 193.45	\$ 257.93	1/1/2023	12/31/2023	\$ 51.01	1.00%	
Electrical Inspector**	\$ 126.43	\$ 189.64	\$ 252.85	8/24/2021	12/31/2021	\$ 50.00		
	\$ 127.69	\$ 191.54	\$ 255.38	1/1/2022	12/31/2022	\$ 50.50	1.00%	
	\$ 128.97	\$ 193.45	\$ 257.93	1/1/2023	12/31/2023	\$ 51.01	1.00%	
SWPPP Inspector**	\$ 126.43	\$ 189.64	\$ 252.85	8/24/2021	12/31/2021	\$ 50.00		
	\$ 127.69	\$ 191.54	\$ 255.38	1/1/2022	12/31/2022	\$ 50.50	1.00%	
	\$ 128.97	\$ 193.45	\$ 257.93	1/1/2023	12/31/2023	\$ 51.01	1.00%	
Mechanical Inspector**	\$ 126.43	\$ 189.64	\$ 252.85	8/24/2021	12/31/2021	\$ 50.00		
	\$ 127.69	\$ 191.54	\$ 255.38	1/1/2022	12/31/2022	\$ 50.50	1.00%	
	\$ 128.97	\$ 193.45	\$ 257.93	1/1/2023	12/31/2023	\$ 51.01	1.00%	
Landscape Inspector**	\$ 126.43	\$ 189.64	\$ 252.85	8/24/2021	12/31/2021	\$ 50.00		
	\$ 127.69	\$ 191.54	\$ 255.38	1/1/2022	12/31/2022	\$ 50.50	1.00%	
	\$ 128.97	\$ 193.45	\$ 257.93	1/1/2023	12/31/2023	\$ 51.01	1.00%	
Permit Inspector**	\$ 126.43	\$ 189.64	\$ 252.85	8/24/2021	12/31/2021	\$ 50.00		
	\$ 127.69	\$ 191.54	\$ 255.38	1/1/2022	12/31/2022	\$ 50.50	1.00%	
	\$ 128.97	\$ 193.45	\$ 257.93	1/1/2023	12/31/2023	\$ 51.01	1.00%	
Inspector Aid	\$ 80.91	\$ 121.37	\$ 161.83	8/24/2021	12/31/2021	\$ 32.00		
	\$ 81.72	\$ 122.58	\$ 163.44	1/1/2022	12/31/2022	\$ 32.32	1.00%	
	\$ 82.54	\$ 123.81	\$ 165.08	1/1/2023	12/31/2023	\$ 32.64	1.00%	
Office Engineer	\$ 70.80	\$ 106.20	\$ 141.60	8/24/2021	12/31/2021	\$ 28.00		
	\$ 71.51	\$ 107.26	\$ 143.01	1/1/2022	12/31/2022	\$ 28.28	1.00%	
	\$ 72.22	\$ 108.33	\$ 144.44	1/1/2023	12/31/2023	\$ 28.56	1.00%	

- Names and classifications of consultant (key staff) team members listed.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee).
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.
- Agreed upon billing rates valid through December 31, 2021, each year and will be considered with adequate justification for pricing escalations, each year and will be considered with adequate justification for pricing escalations.

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 II of Exhibit A, in accordance with the schedule and deadlines to be established by the Contract Officer. The frequency of inspections shall depend on the nature of the Project.
- II. This Agreement shall continue in full force and effect until completion of the Park at Live Oak off-site improvement project or eighteen (18) months from the execution of this contract agreement amendment. The term of this agreement can be extended for a twelve (12) month period with written notice issued by the Director of Engineering/Building Official.

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

City of
IRWINDALE
AGENDA REPORT

Date: September 8, 2021
To: Honorable Mayor and Members of the City Council
Reclamation Authority Board
From: William K. Tam, City Manager/Executive Director
Issue: Introduction and First Reading of Ordinance No 758 Pertaining to an
Amendment of the Reclamation Fund Annual Deposit

City Manager/Executive Director's Recommendation:

1. It is recommended that the City Council discuss and consider for introduction for first reading, by title only and further reading waived, Ordinance No. 758 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 REQUIRED ANNUAL DEPOSIT"**.
2. It is recommended that the Reclamation Authority Board receive and file this report.

Administrative Action:

Submitted by:

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

Prepared by:

Eva Carreon, Finance Director/City Treasurer

Reviewed by:

Adrian Guerra, City Attorney

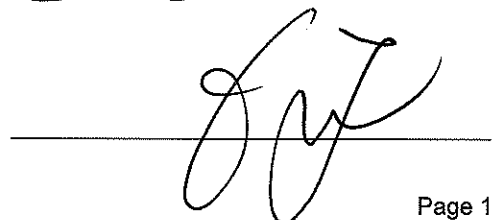
Eva Carreon, Finance Director/City Treasurer

Approved by:

William K. Tam, City Manager



Electronically Approved



Background and Analysis:

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

Since the establishment of the Reclamation Fund in 2004, the reclamation of three quarries have either been completed, or are near completion, thereby reducing the required Reclamation Fund Cap by \$7,500,000, to \$13,400,000.

- 2) On December 9, 2020, Ordinance No. 754 was introduced to the City Council for first reading amending IMC Section 17.60.150 to reduce the Reclamation Fund Cap to \$13,400,000. Ordinance No. 754 also amended the required annual deposit from the City's Mining Impact Fund to the Reclamation fund from \$338,572 to \$60,000. On January 13, 2021, the City Council conducted the second reading and approval of Ordinance No. 754.
- 3) As of FY 2020-2021, the Reclamation Fund Balance has reached \$9.96 million. This fund balance is made up of \$4.43 million in cash reserves, plus a CalPERS loan to the General Fund of \$5.53 million from the Reclamation Fund. Only the cash reserve portion of the fund balance earns investment interest revenue.
- 4) As part of the FY 2021-2022 Budget Adoption, the City Council approved the full payoff of the CalPERS Loan from the General Fund to the Reclamation Fund. The full payment of this loan now allows the Reclamation Fund's entire fund balance of \$9.96 million to earn higher investment interest. Consequently, the Reclamation Fund Cap of \$13.4 million can be reach within the same 20 year amortization period, without the need for the \$60,000 annual deposit from the Mining Impact Fund.
- 5) Ordinance No. 758 amends IMC Section 17.60.150 to remove the City's required annual deposit to the Reclamation Fund from the Mining Impact Fund.

Fiscal Impact:

There is no fiscal impact to this report. Adoption of Ordinance No. 758 approves the removal of the City's required annual deposit to the Reclamation Fund from the Mining Impact Fund. This has already been accounted for in the FY 2021-2022 Budget when it was approved by the City Council on June 23, 2021.

Attachment:

Ordinance No. 758 – 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 REQUIRED ANNUAL DEPOSIT

ORDINANCE NO. 758

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 REQUIRED ANNUAL DEPOSIT

A. RECITALS

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

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

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

WHEREAS, Ordinance No. 754 amended the Reclamation Fund Cap to the reduced amount of \$13,400,000, as well as amended the required annual deposit from the Mining Impact Fund to \$60,000; and

WHEREAS, the current pre-audit Reclamation Fund Balance is \$9,965,484.87 as of June 30, 2021. This fund balance has been accrued since 2004 with annual deposits from the Mining Impact Fund and interest earnings; and

WHEREAS, the Reclamation Fund Balance is made up of \$4.43 million in cash reserves, plus a CalPERS loan to the General Fund of \$5.53 million from the Reclamation Fund. Only the cash reserve portion of the fund balance earns investment interest revenue; and

WHEREAS, with the adoption of the FY 2021-2022 Budget on June 23, 2021, the City Council approved the full payoff of the \$5.53 million CalPERS Loan to the Reclamation Fund, allowing the full Reclamation Fund Balance of \$9.96 million to earn investment interest; and

WHEREAS, the current operating mining quarries have an estimated active life of at least 20 years, thereby providing a 20-year timeframe for the growth of the Reclamation Fund Cap required of \$13,400,000 by interest earnings only, without the need for the required annual deposits; and

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

B. ORDINANCE

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

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

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

- "A. There is authorized a reclamation fund derived from existing revenue collected under the special mining tax in the Mining Impact Fund pursuant to Chapter 3.18 of this code. The reclamation fund will be a separate account established for the purposes authorized in this chapter, administered by the director of finance as a special fund of the city and invested in the manner authorized by the city council. The city ~~shall not will make a sixty thousand dollar~~ ***any*** deposits per year from the Mining Impact Fund. ***The reclamation fund shall accrue with interest earnings only*** until such time as the aggregate amount of the reclamation fund, including interest and ***prior*** amounts deposited, equals an amount determined to be the reclamation cap (the "reclamation cap"), as defined in this section. Thereafter, the city shall not make future deposits in the reclamation fund. Interest on any monies in the reclamation fund shall accrue to the benefit of the reclamation fund and will be utilized towards reducing required contributions by the city (since interest earnings reduce the required contributions to reach the reclamation fund cap). The city may withdraw and place in its general fund any amounts exceeding the reclamation fund cap.
- B. The reclamation fund is envisioned to be utilized to assist in the reclamation of the mined quarries of the city's principal operators, currently owned by United Rock Products Corporation ("United"), Hanson Aggregates West, Inc. ("Hanson"), and CalMat Co. doing business as Vulcan Materials Company — Western Division ("Vulcan"). To participate, such operators must enter into an operating rights transfer agreement as provided in subsection 17.60.160(B) of this chapter. The reclamation fund cap shall be a total of thirteen million four hundred thousand dollars. The reclamation fund cap shall be determined based on which operators participate, and shall be allocated according to subsection 17.60.150(C) of this chapter.

- C. The reclamation fund shall be allocated for use in supplementing reclamation of the participating quarries as authorized under this chapter in a manner that is proportional to the financial assurances posted with the city by each participating quarry (i.e., if only one operator participates, the allocation is one hundred percent; if two, for example United and Hanson, then the allocation is approximately 70/30 [$8/11.5 = .70$]). Such allocation shall be computed and monitored by the director of finance.
- D. Nothing in this chapter shall prevent the city from utilizing the authority under Public Resources Code Section 2773.1 or SMARA Regulations Sections 3806.1 and 3806.2 to establish financial assurances to establish appropriate financial assurances for operations or mining sites owned or operated by the city or its related agencies. Such financial assurances may be established by city in its sole discretion and separate from the requirements or procedures under this Section 17.60.150 or Section 17.60.160."

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

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

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 8th day of September, 2021.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, CMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale do hereby certify that the foregoing Ordinance No. 758 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on September 8, 2021, and adopted on second reading at a regular meeting of the City Council of the City of Irwindale held on September 22, 2021, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, CMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 758 adopted by the City Council of the City of Irwindale at its regular meeting held September 22, 2021, to be posted at the City Hall, Library, and Post Office on September , 2021.

Laura M. Nieto, CMC
Chief Deputy City Clerk

Dated: _____

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

SA ITEM 1A1

**JUNE 23, 2021
WEDNESDAY
10:37 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, Mayor Pro Tem Larry G. Burrola; Mayor H. Manuel Ortiz

Absent: Councilmember Manuel R. Garcia

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 Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; Jeff Wagner, Information Technology Manager; Iris Espino, Assistant to the City Manager; and Laura Nieto, Chief Deputy City Clerk

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

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

**ITEM NO. 1A1
MINUTES**

MINUTES

The following minutes were approved:

- 1) Regular meeting held May 26, 2021
- 2) Regular meeting held June 9, 2021

END OF CONSENT CALENDAR

NEW BUSINESS

None.

PUBLIC HEARINGS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:37 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

HA ITEM 1A1

**JULY 14, 2021
WEDNESDAY
7:51 P.M.**

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

ROLL CALL:

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

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

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Vice Chair Burrola, seconded by Board Member Breceda, to approve Consent Calendar, reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

**ITEM NO. 1A
MINUTES**

MINUTES

None for approval.

**ITEM NO. 1B
EQUITY SHARING
POLICY**

EQUITY SHARING POLICY

The Equity Sharing Policy for Substantial Rehabilitation and First Time Homebuyer Programs was approved.

**ITEM NO. 1C
CONSIDERATION OF
APPROVAL –
SUBORDINATION OF
HOME PURCHASE
LOAN AT
15854 JUAREZ ST.**

CONSIDERATION OF APPROVAL – SUBORDINATION OF HOME PURCHASE LOAN AT 15854 JUAREZ STREET

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

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A
POLICY FOR
EXEMPTIONS FROM
INCOME
QUALIFICATIONS FOR
CERTAIN PERMITTED
TRANSFERS

POLICY FOR EXEMPTIONS FROM INCOME QUALIFICATION FOR
CERTAIN PERMITTED TRANSFERS

ASSISTANT BOARD
ATTORNEY TRAXLER

Assistant Board Attorney Traxler presented the staff report.

DENA ZEPEDA

Responding to a question by Dena Zepeda, Assistant City Attorney Traxler that the regulatory agreements with the homeowners would specify whether certain transfers are permitted.

BOARD MEMBER
AMBRIZ

Board Member Ambriz asked about federal vs. state requirements, to which Assistant Board Attorney Traxler indicated that this policy relates to state statutes, and that federal status are not involved.

MOTION

A motion was made by Board Member Ambriz, seconded by Board Member Breceda, to approve the adoption of Policy for Exemptions from Income Qualification for Certain Permitted Transfers. The motion was unanimously approved.

ITEM NO. 2B
THE TRANSFER OF
PROPERTY LOCATED
AT 16160 PROGRESS
LANE

THE TRANSFER OF PROPERTY LOCATED AT 16160 PROGRESS
LANE

ASSISTANT BOARD
ATTORNEY TRAXLER

Assistant Board Attorney Traxler presented the staff report.

DENA ZEPEDA

Dena Zepeda spoke in favor of permitting the transfer.

MOTION

A motion was made by Board Member Ambriz, seconded by Vice Chair Burrola, to approve the transfer of the property.

ASSISTANT BOARD
ATTORNEY TRAXLER

Assistant Board Attorney Traxler clarified that the heirs to the property would still assume the affordability covenants and all other obligations under the loan.

ROLL CALL

The above-mentioned motion was unanimously approved upon roll call vote.

ITEM NO. 2C
POSSIBLE REMOVAL

POSSIBLE REMOVAL OF MODERATE INCOME UNITS FROM LAS
CASITAS SENIOR HOUSING PROGRAMS

HOUSING AUTHORITY MINUTES
REGULAR MEETING

JULY 14, 2021
PAGE 3

OF MODERATE INCOME
UNITS FROM LAS
CASITAS SENIOR
HOUSING PROGRAMS

BOARD MEMBER BRECEDA	Board Member Breceda declared a potential conflict of interest and left the room.
BOARD ATTORNEY GUERRA	Board Attorney Guerra presented the staff report.
BOARD MEMBERS AMBRIZ AND GARCIA	Board Members Ambriz and Garcia spoke in favor of approving the removal of moderate-income units from Las Casitas.
DENA ZEPEDA	Dena Zepeda thanked the Board for recognizing the needs of low-income seniors.
CHAIR ORTIZ	Chair Ortiz suggested that the existing apartment vacancies at Las Casitas be earmarked for extremely low-income households.
MOTION	A motion was made by Board Member Ambriz to remove moderate-income units from Las Casitas Senior Housing programs and to designate the existing vacancies for extremely low-income households, and to direct staff to prepare any necessary amendments.
ROLL CALL	The above-mentioned motion was seconded by Board Member Garcia and unanimously approved on roll call vote, with Board Member Breceda absent.
<u>PUBLIC HEARINGS</u>	None.
<u>ADJOURNMENT</u>	There being no further business to conduct, the meeting was adjourned at 8:08 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

Date: September 8, 2021
To: Housing Authority Board
Reclamation Authority Board
From: William K. Tam, Executive Director
Issue: Investment Quarterly Report for June 30, 2021

Executive Director's Recommendation:

Receive and file the Investment Quarterly Report for June 30, 2021.

Administrative Action:

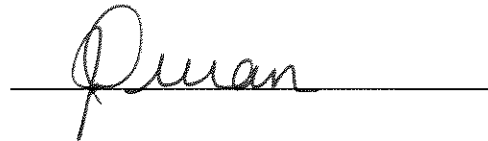
Submitted by:

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



Prepared by:

Jeanette Duran, Finance Manager



Reviewed by:

Adrian R. Guerra, Authority Counsel

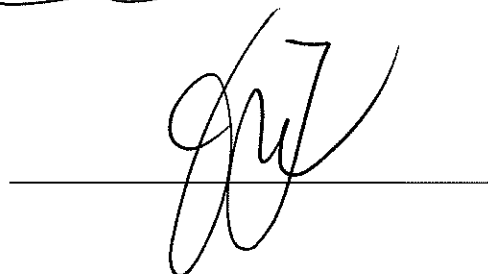
Electronically Approved

Eva Carreon, Finance Director/Treasurer



Approved by:

William K. Tam, 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 Investment Policy applies to all funds held by the City, Housing Authority, Successor Agency, and Reclamation Authority.

The Investment Report for the quarter ending June 30, 2021 was presented to the City Council and Successor Agency Board on July 28, 2021. The Housing Authority and Reclamation Authority Boards were not scheduled to meet on that date, therefore it is appropriate to present the same Investment Report to the Housing Authority and Reclamation Authority Boards at a subsequent regularly scheduled meeting.

The attached Investment Report for June 30, 2021 summarizes the cash balances and investments for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general account with Bank of the West also include all funds of the City and its agencies, which also earn interest on the pooled cash balances.

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

Fiscal Impact:

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

Attachment:

City of Irwindale Investment Report – June 30, 2021

**CITY OF IRWINDALE
INVESTMENT REPORT
June 30, 2021**

DESCRIPTION OF SECURITY	PAR VALUE/ ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
<u>CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)</u>						
BANK OF THE WEST GENERAL ACCOUNT	\$ 1,520,264	0.36%			\$ 1,520,264	
LOCAL AGENCY INVESTMENT FUND (LAIF)	50,801,061	0.26%			\$ 50,801,061	
<u>US GOVERNMENT AGENCIES</u>						
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFC)	5,000,000	0.58%	06/23/21	06/23/25	4,981,650	AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFC)	3,000,000	0.90%	06/15/21	06/15/26	2,996,220	AAA
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	5,000,000	AAA
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	5,000,000	AAA
Sub-Total US Government Agencies:	18,000,000				17,977,870	
<u>CERTIFICATES OF DEPOSIT</u>						
GOLD COAST BANK (GDCOB)	240,000	1.90%	06/28/17	12/28/21	242,196	
CAPITAL ONE BANK (COF)	240,000	2.25%	12/29/16	12/29/21	242,669	
CITIZENS ST BK (CSBSH)	240,000	1.90%	06/30/17	12/30/21	242,220	
FIRST ST BANK (FRSTE)	240,000	2.00%	06/30/17	04/29/22	243,862	
BRIDGEWATER BK (BRDGW)	240,000	2.00%	06/29/17	06/29/22	244,560	
MARLIN BUSINESS BK (MRLN)	240,000	2.05%	06/29/17	06/29/22	244,680	
COMENITY CAP BK (ADSK)	240,000	2.25%	06/30/17	06/30/22	245,172	
Sub-Total Certificates of Deposit:	1,680,000				1,705,358	
Total City of Irwindale Investments (Pooled Funds):	72,001,326				72,004,554	
<u>HOUSING AUTHORITY (Funds 11 & 12)</u>						
BANK OF THE WEST GENERAL ACCOUNT	686,848	0.36%			686,848	
LOCAL AGENCY INVESTMENT FUND (LAIF)	11,228,392	0.26%			11,228,392	
	11,915,240				11,915,240	
<u>SUCCESSOR AGENCY (Funds 50-66)</u>						
BANK OF THE WEST GENERAL ACCOUNT	697,463	0.36%			697,463	
LOCAL AGENCY INVESTMENT FUND (LAIF)	20,999,170	0.26%			20,999,170	
	21,696,632				21,696,632	
GRAND TOTAL OF INVESTMENTS	105,613,198				105,616,426	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 9, 2021. 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 0.82 years, and the weighted average yield of the City's pooled investments at cost is 0.373%. 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

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

City of
IRWINDALE
AGENDA REPORT

Date: September 8, 2021
To: Honorable Chair and Members of the Housing Authority
From: William K. Tam, Executive Director
Issue: Consideration of Approval – Subordination of Home Purchase Loan at 2409 Alice Rodriguez Circle

Executive Director's Recommendation:

1) Approve the request by Diane Martino for the Housing Authority to subordinate its loan to a new loan made in a refinancing, subject to all conditions established by the Irwindale Housing Authority's Guidelines, Policies and Procedures for the Olson Housing Purchase Program; and 2) Authorize the Executive Director to execute the Subordination Agreement subject to Authority Counsel approval as to form.

Prepared and Submitted by:

Robert J. Lee, Assistant Authority Counsel

Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel

Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William Tam, Executive Director

ANALYSIS:

1. Diane Martino, as an unmarried woman ("Owner"), entered into that certain Affordable Housing Agreement and Declaration of Covenants and Restrictions with the former Irwindale Community Redevelopment Agency ("RDA"), dated December 11, 2006 ("Agreement"), as part of the Olson Company's Phase I, IA and II Housing Purchase Program adopted by the RDA and Irwindale Housing Authority ("Authority"). Pursuant to the Agreement, the RDA loaned Owner \$291,000 ("Agency Loan") secured by a deed of trust recorded with the Recorder's Office ("Agency Deed of Trust"), to help Owner finance purchase of the property located at 2409 Alice Rodriguez Circle ("Property"). After the RDA dissolved pursuant to the RDA dissolution laws adopted in 2011, the Authority by operation of law took over the RDA's rights and obligations under the Agreement and Agency Deed of Trust. To finance purchase of the Property, Owner also obtained a mortgage from a private lender ("Private Loan") where the current unpaid balance on the Private Loan is estimated to be \$66,173. The Private Loan was also secured by a recorded deed of trust.
2. Authority has received a written request from Owner for the Authority to subordinate the Agency Loan in connection with a proposed refinance of the Private Loan without taking any cash out. The new loan ("New Loan") would be for the amount of \$69,000; the balance of the Agency Loan as of June 30, 2021 was \$87,300.
3. Any subordination of the Agency Loan to the New Loan for the proposed refinance will require the Authority lien to be ranked behind the New Loan for purposes of collecting repayment from a debtor, and this would be effectuated via the attached Subordination Agreement. The priority of debts is significant when the property owner defaults on payments or declares bankruptcy, as the Authority's debt will be collected when and only if the first lien has been fully satisfied in the event of foreclosure and liquidation and only if there are monies left over. Therefore, when an affordable homeowner seeks to refinance its existing loan obtained from a private lender and asks the Authority to subordinate its loan to that new loan, the Authority, if it agrees to subordinate, will be assuming the risk of not being repaid either partly or in full. It should be noted, however, that the Olson Program Guidelines ("Guidelines") provide that all Authority loans are to remain in second lien position (the Authority "will provide second trust deed financing") and based thereon, the Agency Loan is currently in second lien position with respect to the Private Loan and any Authority agreement to subordinate to the New Loan essentially places the Authority in the same lien priority position as the status quo, consistent with the intention under the Guidelines.¹ Additionally, the requirements for Authority to approve subordination of the Agency Loan have been satisfied, including the total debt on the Property not exceeding 80% of the appraised value of the Property.

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

4. Approval of this request would permit the Owner to close escrow on the New Loan before Owner's rate lock-in expires.

FISCAL IMPACT:

None because the Authority will be maintaining the status quo with respect to its lien position.

ATTACHMENT:

Subordination Agreement

RECORDING REQUESTED BY:

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

ESCROW NO:
TITLE ORDER NO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

APN: 8533-016-017

SUBORDINATION AGREEMENT

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

THIS AGREEMENT, made September ____, 2021, by DIANE MARTINO, an unmarried woman, owner of the land hereinafter described and hereinafter referred to as "Owner," and IRWINDALE HOUSING AUTHORITY, a public body and housing successor to the IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, present owner and holder of the Affordable Housing Agreement and Declaration of Covenants and Restrictions ("Affordable Housing Agreement") and Deed of Trust with Assignment of Rents and Rider to Deed of Trust with Assignment of Rents ("Agency Deed of Trust"), both dated December 11, 2006, hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owner did execute the Agency Deed of Trust in favor of the IRWINDALE COMMUNITY REDEVELOPMENT AGENCY to First American Title Company, Trustee, which Agency Deed of Trust was recorded on January 5, 2007 as document no. 20070026119, and Owner did execute the Affordable Housing Agreement in favor of IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, which Affordable Housing Agreement was recorded on January 5, 2007 as document no. 20070026117, Official Records of said county covering:

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

LOT 3 OF TRACT NO. 62718, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1321, PAGES 99 AND 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note not to exceed the sum of SIXTY NINE THOUSAND AND 00/100 DOLLARS (\$69,000), dated not later than _____, 2021, in favor of

F & A FEDERAL CREDIT UNION

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

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

APN: 8533-016-017

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

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

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

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

Beneficiary declares, agrees and acknowledges that:

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

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

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

"BENEFICIARY"

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

William K. Tam, Executive Director

ATTEST:

Laura M. Nieto, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian Guerra, Authority Counsel

"OWNER"

DIANE MARTINO

Diane Martino

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

STATE OF CALIFORNIA)
)
County of _____) §

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

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

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

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

STATE OF CALIFORNIA)
)
County of _____) §

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

I, _____, do hereby
certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

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

City of
IRWINDALE
AGENDA REPORT

Date: September 8, 2021
To: Honorable Chair and Members of the Housing Authority
From: William K. Tam, Executive Director
Issue: Amendment of Olson Guidelines to Add Subordination Procedures

Executive Director's Recommendation:

Approve amendment of the "Olson" Irwindale Housing Authority Guidelines, Policies and Procedures to add procedures for subordination of agency loans.

Prepared and Submitted by:

Robert J. Lee, Assistant Authority Counsel

ELECTRONICALLY APPROVED

Reviewed by:

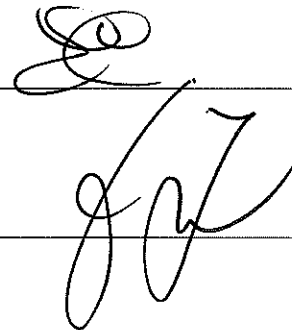
Adrian Guerra, Authority Counsel

ELECTRONICALLY APPROVED

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, Executive Director



BACKGROUND:

The Irwindale Housing Authority's Olson Guidelines, Policies and Procedures ("Guidelines") which governs a mix of market rate and affordable single family homes on several sites within the City of Irwindale, currently do not provide any guidance or procedures regarding how a subordination request is to be treated when an affordable income homeowner refinances owner's private loan and the Housing Authority is asked to subordinate its loan given to homeowner to the new loan.

To address this void, the Executive Director recommends adoption of revised Guidelines that mimic the Housing Authority's treatment of subordination requests in some of the other housing programs. The recommended language to be added is below:

Owners of income-restricted units may occasionally refinance their homes and submit requests for the Authority to subordinate its loan to their new loans. The Authority may consider subordinating its position provided the following have been satisfied:

- A fair market appraisal of the property is obtained by the lender, the cost of which will be paid by the property owner;
- A copy of the appraisal is submitted to the Authority for its review;
- All debt on the property does not exceed 80% of the property value; and
- The property owner does not receive cash out of the new loan unless the owner can prove that the cash will be used only to cure an emergency situation pertaining to the condition of the property or will be used for medical reasons, which is verified by the Authority. The cash out of the refinancing may not be used to consolidate existing household or credit card bills.

The Board's approval of the proposed revised Guidelines would go into effect immediately following approval. Attached are the proposed amended Guidelines, both in clean form and in a tracked changes format so that the revisions are easily viewable.

FISCAL IMPACT:

None

ATTACHMENTS:

- Irwindale Housing Authority's Olson Guidelines, Policies and Procedures (clean)
- Irwindale Housing Authority's Olson Guidelines, Policies and Procedures (tracked changes)

""CLEAN"

**GUIDELINES, POLICIES
AND
PROCEDURES
FOR THE
“OLSON COMPANY’S PHASE I, IA
and II” HOUSING
PURCHASE PROGRAM**

Adopted by the:

**Irwindale Housing Authority and
Irwindale Community Redevelopment Agency**

Approved: December 2, 2003

Revised: May 10, 2006

Revised: September 8, 2021

**NOTE: CONSIDERING THE DISSOLUTION OF
THE IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY IN 2011, ALL
VERSIONS OF THIS DOCUMENT ADOPTED
AFTER 2011 WILL ONLY APPLY TO THE
IRWINDALE HOUSING AUTHORITY**

GUIDELINES, POLICIES, AND PROCEDURES FOR THE "OLSON COMPANY'S PHASE I, IA AND II" HOUSING PURCHASE PROGRAM

SECTION 1. GENERAL

The Irwindale Community Redevelopment Agency ("CRA") is pursuing the development of a housing project, known as the "Olson" project, which is intended to include a mix of market rate and affordable single family homes on several sites in the City of Irwindale. The CRA and the Irwindale Housing Authority ("Authority") have adopted these Guidelines, Policies, and Procedures to govern the marketing of the homes in the project to further the CRA's and Authority's goals of providing additional single-family housing stock and to create first time ownership opportunities.

SECTION 2. OLSON COMPANY'S HOUSING PURCHASE PROGRAM GUIDELINES, POLICIES AND PROCEDURES

A. Definitions

1. *Applicant*

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

2. *Application Deadline*

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

3. *Conflict of Interest*

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

4. *Continuous Resident*

Any person or family in continuous residence in Irwindale for at least thirty-six (36) consecutive months immediately prior to application shall be considered to be a Continuous Resident of Irwindale.

Persons/families meeting the criteria for inclusion as "Continuous Resident(s)" shall be placed in two (2) subcategories thereof: Those persons/families continuously residing in Irwindale since at least May 31, 1996 shall be identified as "Category A" Continuous Resident.

Those persons/families continuously residing in Irwindale for at least

thirty-six (36) months but establishing residence on or after June 1, 1996 shall be identified as "Category B" Continuous Resident.

5. *Dependent*

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

6. *Disabled Family*

- (a) Any family member who has a disability or handicap qualifies that family as a Disabled Family Under the Americans with Disabilities Act.
- (b) Disability means, with respect to an individual:
 - (i) a physical or mental impairment that substantially limits one or more of the major life activities of such individual;
 - (ii) a record of such an impairment; or
 - (iii) being regarded as having such an impairment (42 U.S.C. §12102.)
- (c) Handicap means, with respect to a person, a physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment. This term does not include current, illegal use of or addiction to a controlled substance. For purposes of this part, an individual shall not be considered to have a handicap solely because that individual is a transvestite. (24 C.F.R. § 100.201) As used in this definition:
 - (i) "Physical or mental impairment" includes:
 - (A) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs, cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
 - (B) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug

addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

- (C) "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (D) "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

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

- (A) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by another person as constituting such a limitation;
- (B) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of other toward such impairment; or
- (C) Has none of the impairments defined in paragraph (i) of this definition but is treated by another person as having such an impairment.

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

7. *Elderly Family*

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

8. *First Time Homebuyer*

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

9. *Former Resident*

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

10. Handicapped Person

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

11. Immediate Family Member

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

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

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

13. Interrupted Resident

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

14. Non-resident

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

15. Purchaser

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

16. Veteran

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

B. Eligibility Criteria

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

1. Qualification for an appropriate mortgage loan to finance the purchase.

2. Income eligibility under § 2.A.12, above, for units restricted to low to moderate income persons.
3. Be at least eighteen (18) years of age at time of purchase.

C. Priorities

Eligible applications for the Olson Housing Purchase Program shall be processed based upon the following priority schedule and the application procedures in Section 2.D:

1. Income Eligibility Classifications (applicable to income-restricted units only):

Phase I

- (a) Very low income persons/family – three (3) homes **[subject to modification]**
- (b) Lower income to low income persons/families – three (3) homes **[subject to modification]**
- (c) Moderate income persons/families – three (3) homes **[subject to modification]**

Phase IA

- (a) Very low income persons/family – three (3) homes **[subject to modification]**
- (b) Lower income to low income persons/families – six (6) homes **[subject to modification]**
- (c) Moderate income persons/families – two (2) homes **[subject to modification]**

Phase II

- (a) Very low income persons/family – seven (7) homes **[subject to modification]**
- (b) Lower income to low income persons/families – eleven (11) homes **[subject to modification]**
- (c) Moderate income persons/families – four (4) homes **[subject to modification]**

A primary goal of the Authority and CRA is to create, to the extent feasible, sufficient new owner-occupied single family residences to meet the projected needs of First Time Homebuyers. Accordingly, and

notwithstanding the initial allocations established in § 2.C.1, above, pertaining to the number of units allocated among the income categories, the Authority and CRA reserve the right to reallocate the final number of units specified for each income category, if deemed necessary and appropriate, to maximize the number of First Time Homebuyers.

2. Primary Eligibility Criteria:

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

3. Secondary Eligibility Criteria

- (a) Category A Continuous Resident (May 31, 1996 or earlier) – Priority 1
- (b) Category B Continuous Resident (June 1, 1996 or later) – Priority 2
- (c) Interrupted Resident – Priority 3
- (d) Former Resident – Priority 4
- (e) Immediate Family Member – Priority 5
- (f) None of the above – Priority 6

D. Application Procedure

1. Initial Applications

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

is working with the applicant. The "Preliminary Loan Approval Letter" shall indicate the names of the applicant(s), verification that a credit check and reference has been completed and the amount of preliminary loan approval for the applicant(s).

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

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

- (b) Preliminary Applications along with the "Preliminary Loan Approval Letter" shall be submitted for review and screening.
- (c) Preliminary Applications for income-restricted units will then be assigned to the appropriate Income Eligibility Classification under § 2.C.1, above. Preliminary Applications for market units will not be assigned to an Income Eligibility Classification, but will be prioritized only in accordance with the Primary and Secondary Eligibility Criteria
- (d) Preliminary Applications will then be assigned the applicable numerical priority rating according to the Primary Eligibility Criteria set forth in § 2.C.2, above.
- (e) Preliminary Applications will then be assigned the applicable numerical priority rating according to the Secondary Eligibility Criteria set forth in § 2.C.3, above.
- (f) The final order of priority of each Preliminary Application will then be established by adding together the numerical priority ratings assigned from the Primary Eligibility Criteria and the Secondary Eligibility Criteria. Preliminary Applications for income-restricted units will be prioritized within each Income Eligibility Classification. The Preliminary Applications will be ranked, in order of descending priority, with the smallest total number assigned being the highest priority. For example, an Applicant who is a First Time Homebuyer (Priority 1 in the Primary Eligibility Criteria) and a Category A Continuous Resident (Priority 1 in the Secondary Eligibility Criteria) will have a total Priority Rating of 2 and would be ranked higher than an Applicant who is a Disabled Family (Primary Priority 2) and an Immediate Family Member (Secondary Priority 5) with a total Priority Rating of 7.

- (g) In the event a tie occurs between two (2) or more Applicants, the total Priority Rating rank order will be assigned by a random blind drawing conducted by the Executive Director.
- (h) The Authority staff will verify the following data:
 - (i) name and address
 - (ii) residence requirement
 - (iii) employment
 - (iv) income
 - (v) existing equity (if applicable)
 - (vi) credit history
 - (vii) property ownership
- (i) Documentation necessary to verify income, age, handicap (disability), and residency requirements shall be submitted with application documents and may include, but is not limited to: birth certificates, current pay check stubs, income tax returns, employment/salary verification, bank statements for all checking and/or savings accounts, telephone records and utility records, hospital admittance records, medical care records, and records of educational institutions and public agencies as the same are relevant to matters pertaining to verification of information submitted.
- (j) All data submitted shall be verified as true and correct under penalty of perjury of the laws of the State of California. Failure to so verify shall result in application rejection.
- (k) Ineligible Applicants shall be notified, in writing, with a statement from the Executive Director indicating why the Applicant has been denied and advising the Applicant of his or her right to appeal the determination in writing within ten (10) days of the letter of denial. Appeals will be heard by the Authority Board and the Authority Board's determination shall be final.

2. Initial Applications

- (a) If by the Application Deadline there are insufficient eligible Applicants for the available units, the Authority Board may extend the Application Deadline to accept additional applications which will be processed in accordance with the procedures set forth in § 2.D.1, above.
- (b) Once financing has been approved, then escrow will be entered into. Upon release of funds in an amount sufficient to purchase the unit, then title will transfer to the Applicant/Purchaser.

SECTION 3. FINANCING AND SUBORDINATION FOR REFINANCES

The Authority or CRA will provide second trust deed financing to assist the purchasers of the income-restricted units, in exchange for the affordability restrictions described in Section 4 below. Such financing shall be subject to additional procedures and guidelines which shall be established by the Authority or CRA. No CRA or Authority financial assistance will be provided to purchasers of market units.

Owners of income-restricted units may occasionally refinance their homes and submit requests for the Authority to subordinate its loan to their new loans. The Authority may consider subordinating its position provided the following have been satisfied:

- A fair market appraisal of the property is obtained by the lender, the cost of which will be paid by the property owner;
- A copy of the appraisal is submitted to the Authority for its review;
- All debt on the property does not exceed 80% of the property value; and
- The property owner does not receive cash out of the new loan unless the owner can prove that the cash will be used only to cure an emergency situation pertaining to the condition of the property or will be used for medical reasons, which is verified by the Authority. The cash out of the refinancing may not be used to consolidate existing household or credit card bills.

SECTION 4. ADDITIONAL OWNERSHIP REQUIREMENTS

- A. All Purchasers of income-restricted units shall be required to enter into appropriate instruments (promissory notes, deed restrictions, repurchase options, *etc.*), as determined by the Authority and CRA, with regard to maintenance of the home for very low to moderate income purposes for at least forty-five (45) years or longer as determined by the Authority and CRA and required by law (the "Restriction Period" hereinafter). (See: California Health and Safety Code § 33334.3) The affordability restrictions are described in general below, but the provisions of the promissory note, deed of trust, and regulatory agreement will control.
- B. Purchasers of income-restricted units shall be restricted from selling the home purchased hereunder to any person other than another income-qualified buyer or the CRA during the Restriction Period (minimum forty-five (45) years). The resale price to another income-qualified buyer will be restricted to an affordable housing cost which will be determined in accordance with the promissory note, deed of trust, and regulatory agreement. Under certain limited circumstances an income-restricted unit may be sold to a non-qualified buyer, but in that event the CRA will receive a portion of the increase in equity. The percentage of equity coming back to the CRA decreases the longer the home is owned by an

income-qualified buyer. The equity sharing procedures and percentages are contained in the regulatory agreement.

- C. The Purchaser of an income-restricted unit shall be precluded from encumbrancing, mortgaging, hypothecating or allowing the imposition of liens on the home without the prior, express written permission of the Authority. The limits for such encumbrances shall be the same as the limits set by the CRA and Authority for their City of Irwindale Low & Moderate Home Improvement Program adopted on September 21, 2001, and may be adjusted from time to time. Further limitations are described in the regulatory agreement.
- D. The Purchaser of an income-restricted unit shall use and occupy the home purchased hereunder as the Purchaser's principal place of residence upon close of escrow or within such timeline as may be established by the Authority and shall continue to so use and occupy the home for the duration of the Restriction Period to the exclusion of all other abodes. The Purchaser shall not rent or lease the home for any reason at any time during the Restriction Period.
- E. If the Purchaser of an income-restricted unit fails to make all payments in a timely manner or to keep the home lien free, the Authority shall maintain the right to repurchase or foreclose on the home in accordance with the promissory note, deed of trust, and regulatory agreement.
- F. A household, family unit, or immediate family members may qualify to purchase only one home under this program. For the purposes of this program, adult, nondependent siblings shall not be prohibited from qualifying independently as a separate household or family unit provided they do not reside together or share housekeeping expenses or duties.
- G. Every deed given by the Authority or CRA shall refer to these Guidelines and be binding as conditions, covenants and restrictions running with the land.

"TRACKED CHANGES"

**GUIDELINES, POLICIES
AND
PROCEDURES
FOR THE
“OLSON COMPANY’S PHASE I, IA
and II” HOUSING
PURCHASE PROGRAM**

Adopted by the:

**Irwindale Housing Authority and
Irwindale Community Redevelopment Agency**

Approved: December 2, 2003

Revised: May 10, 2006

Revised: September 8, 2021

**NOTE: CONSIDERING THE DISSOLUTION OF
THE IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY IN 2011, ALL
VERSIONS OF THIS DOCUMENT ADOPTED
AFTER 2011 WILL ONLY APPLY TO THE
IRWINDALE HOUSING AUTHORITY**

GUIDELINES, POLICIES, AND PROCEDURES FOR THE "OLSON COMPANY'S PHASE I , IA AND II" HOUSING PURCHASE PROGRAM

SECTION 1. GENERAL

The Irwindale Community Redevelopment Agency ("CRA") is pursuing the development of a housing project, known as the "Olson" project, which is intended to include a mix of market rate and affordable single family homes on several sites in the City of Irwindale. The CRA and the Irwindale Housing Authority ("Authority") have adopted these Guidelines, Policies, and Procedures to govern the marketing of the homes in the project to further the CRA's and Authority's goals of providing additional single-family housing stock and to create first time ownership opportunities.

SECTION 2. OLSON COMPANY'S HOUSING PURCHASE PROGRAM GUIDELINES, POLICIES AND PROCEDURES

A. Definitions

1. *Applicant*

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

2. *Application Deadline*

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

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

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Any person or family in continuous residence in Irwindale for at least thirty-six (36) consecutive months immediately prior to application shall be considered to be a Continuous Resident of Irwindale.

Persons/families meeting the criteria for inclusion as "Continuous Resident(s)" shall be placed in two (2) subcategories thereof: Those persons/families continuously residing in Irwindale since at least May 31, 1996 shall be identified as "Category A" Continuous Resident.

Those persons/families continuously residing in Irwindale for at least

thirty-six (36) months but establishing residence on or after June 1, 1996 shall be identified as "Category B" Continuous Resident.

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

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- (a) Any family member who has a disability or handicap qualifies that family as a Disabled Family Under the Americans with Disabilities Act.
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 - (i) a physical or mental impairment that substantially limits one or more of the major life activities of such individual;
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 - (iii) being regarded as having such an impairment (42 U.S.C. §12102.)
- (c) Handicap means, with respect to a person, a physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment. This term does not include current, illegal use of or addiction to a controlled substance. For purposes of this part, an individual shall not be considered to have a handicap solely because that individual is a transvestite. (24 C.F.R. § 100.201) As used in this definition:
 - (i) "Physical or mental impairment" includes:
 - (A) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs, cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
 - (B) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug

addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

- (C) "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (D) "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

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

- (A) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by another person as constituting such a limitation;
- (B) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of other toward such impairment; or
- (C) Has none of the impairments defined in paragraph (i) of this definition but is treated by another person as having such an impairment.

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

7. *Elderly Family*

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

8. *First Time Homebuyer*

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

9. *Former Resident*

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

10. Handicapped Person

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

11. Immediate Family Member

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

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

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

13. Interrupted Resident

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

14. Non-resident

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

15. Purchaser

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

16. Veteran

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

B. Eligibility Criteria

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

1. Qualification for an appropriate mortgage loan to finance the purchase.

2. Income eligibility under § 2.A.12, above, for units restricted to low to moderate income persons.
3. Be at least eighteen (18) years of age at time of purchase.

C. Priorities

Eligible applications for the Olson Housing Purchase Program shall be processed based upon the following priority schedule and the application procedures in Section 2.D:

1. Income Eligibility Classifications (applicable to income-restricted units only):

Phase I

- (a) Very low income persons/family – three (3) homes **[subject to modification]**
- (b) Lower income to low income persons/families – three (3) homes **[subject to modification]**
- (c) Moderate income persons/families – three (3) homes **[subject to modification]**

Phase IA

- (a) Very low income persons/family – three (3) homes **[subject to modification]**
- (b) Lower income to low income persons/families – six (6) homes **[subject to modification]**
- (c) Moderate income persons/families – two (2) homes **[subject to modification]**

Phase II

- (a) Very low income persons/family – seven (7) homes **[subject to modification]**
- (b) Lower income to low income persons/families – eleven (11) homes **[subject to modification]**
- (c) Moderate income persons/families – four (4) homes **[subject to modification]**

A primary goal of the Authority and CRA is to create, to the extent feasible, sufficient new owner-occupied single family residences to meet the projected needs of First Time Homebuyers. Accordingly, and

notwithstanding the initial allocations established in § 2.C.1, above, pertaining to the number of units allocated among the income categories, the Authority and CRA reserve the right to reallocate the final number of units specified for each income category, if deemed necessary and appropriate, to maximize the number of First Time Homebuyers.

2. Primary Eligibility Criteria:

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

3. Secondary Eligibility Criteria

- (a) Category A Continuous Resident (May 31, 1996 or earlier) – Priority 1
- (b) Category B Continuous Resident (June 1, 1996 or later) – Priority 2
- (c) Interrupted Resident – Priority 3
- (d) Former Resident – Priority 4
- (e) Immediate Family Member – Priority 5
- (f) None of the above – Priority 6

D. Application Procedure

1. Initial Applications

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

is working with the applicant. The "Preliminary Loan Approval Letter" shall indicate the names of the applicant(s), verification that a credit check and reference has been completed and the amount of preliminary loan approval for the applicant(s).

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

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

- (b) Preliminary Applications along with the "Preliminary Loan Approval Letter" shall be submitted for review and screening.
- (c) Preliminary Applications for income-restricted units will then be assigned to the appropriate Income Eligibility Classification under § 2.C.1, above. Preliminary Applications for market units will not be assigned to an Income Eligibility Classification, but will be prioritized only in accordance with the Primary and Secondary Eligibility Criteria
- (d) Preliminary Applications will then be assigned the applicable numerical priority rating according to the Primary Eligibility Criteria set forth in § 2.C.2, above.
- (e) Preliminary Applications will then be assigned the applicable numerical priority rating according to the Secondary Eligibility Criteria set forth in § 2.C.3, above.
- (f) The final order of priority of each Preliminary Application will then be established by adding together the numerical priority ratings assigned from the Primary Eligibility Criteria and the Secondary Eligibility Criteria. Preliminary Applications for income-restricted units will be prioritized within each Income Eligibility Classification. The Preliminary Applications will be ranked, in order of descending priority, with the smallest total number assigned being the highest priority. For example, an Applicant who is a First Time Homebuyer (Priority 1 in the Primary Eligibility Criteria) and a Category A Continuous Resident (Priority 1 in the Secondary Eligibility Criteria) will have a total Priority Rating of 2 and would be ranked higher than an Applicant who is a Disabled Family (Primary Priority 2) and an Immediate Family Member (Secondary Priority 5) with a total Priority Rating of 7.

- (g) In the event a tie occurs between two (2) or more Applicants, the total Priority Rating rank order will be assigned by a random blind drawing conducted by the Executive Director.
- (h) The Authority staff will verify the following data:
 - (i) name and address
 - (ii) residence requirement
 - (iii) employment
 - (iv) income
 - (v) existing equity (if applicable)
 - (vi) credit history
 - (vii) property ownership
- (i) Documentation necessary to verify income, age, handicap (disability), and residency requirements shall be submitted with application documents and may include, but is not limited to: birth certificates, current pay check stubs, income tax returns, employment/salary verification, bank statements for all checking and/or savings accounts, telephone records and utility records, hospital admittance records, medical care records, and records of educational institutions and public agencies as the same are relevant to matters pertaining to verification of information submitted.
- (j) All data submitted shall be verified as true and correct under penalty of perjury of the laws of the State of California. Failure to so verify shall result in application rejection.
- (k) Ineligible Applicants shall be notified, in writing, with a statement from the Executive Director indicating why the Applicant has been denied and advising the Applicant of his or her right to appeal the determination in writing within ten (10) days of the letter of denial. Appeals will be heard by the Authority Board and the Authority Board's determination shall be final.

2. Initial Applications

- (a) If by the Application Deadline there are insufficient eligible Applicants for the available units, the Authority Board may extend the Application Deadline to accept additional applications which will be processed in accordance with the procedures set forth in § 2.D.1, above.
- (b) Once financing has been approved, then escrow will be entered into. Upon release of funds in an amount sufficient to purchase the unit, then title will transfer to the Applicant/Purchaser.

SECTION 3. FINANCING AND SUBORDINATION FOR REFINANCES

The Authority or CRA will provide second trust deed financing to assist the purchasers of the income-restricted units, in exchange for the affordability restrictions described in Section 4 below. Such financing shall be subject to additional procedures and guidelines which shall be established by the Authority or CRA. No CRA or Authority financial assistance will be provided to purchasers of market units.

Owners of income-restricted units may occasionally refinance their homes and submit requests for the Authority to subordinate its loan to their new loans. The Authority may consider subordinating its position provided the following have been satisfied:

- **A fair market appraisal of the property is obtained by the lender, the cost of which will be paid by the property owner;**
- **A copy of the appraisal is submitted to the Authority for its review;**
- **All debt on the property does not exceed 80% of the property value; and**
- **The property owner does not receive cash out of the new loan unless the owner can prove that the cash will be used only to cure an emergency situation pertaining to the condition of the property or will be used for medical reasons, which is verified by the Authority. The cash out of the refinancing may not be used to consolidate existing household or credit card bills.**

SECTION 4. ADDITIONAL OWNERSHIP REQUIREMENTS

- A. All Purchasers of income-restricted units shall be required to enter into appropriate instruments (promissory notes, deed restrictions, repurchase options, etc.), as determined by the Authority and CRA, with regard to maintenance of the home for very low to moderate income purposes for at least forty-five (45) years or longer as determined by the Authority and CRA and required by law (the "Restriction Period" hereinafter). (See: California Health and Safety Code § 33334.3) The affordability restrictions are described in general below, but the provisions of the promissory note, deed of trust, and regulatory agreement will control.
- B. Purchasers of income-restricted units shall be restricted from selling the home purchased hereunder to any person other than another income-qualified buyer or the CRA during the Restriction Period (minimum forty-five (45) years). The resale price to another income-qualified buyer will be restricted to an affordable housing cost which will be determined in accordance with the promissory note, deed of trust, and regulatory agreement. Under certain limited circumstances an income-restricted unit may be sold to a non-qualified buyer, but in that event the CRA will receive a portion of the increase in equity. The percentage of equity

coming back to the CRA decreases the longer the home is owned by an income-qualified buyer. The equity sharing procedures and percentages are contained in the regulatory agreement.

- C. The Purchaser of an income-restricted unit shall be precluded from encumbrancing, mortgaging, hypothecating or allowing the imposition of liens on the home without the prior, express written permission of the Authority. The limits for such encumbrances shall be the same as the limits set by the CRA and Authority for their City of Irwindale Low & Moderate Home Improvement Program adopted on September 21, 2001, and may be adjusted from time to time. Further limitations are described in the regulatory agreement.
- D. The Purchaser of an income-restricted unit shall use and occupy the home purchased hereunder as the Purchaser's principal place of residence upon close of escrow or within such timeline as may be established by the Authority and shall continue to so use and occupy the home for the duration of the Restriction Period to the exclusion of all other abodes. The Purchaser shall not rent or lease the home for any reason at any time during the Restriction Period.
- E. If the Purchaser of an income-restricted unit fails to make all payments in a timely manner or to keep the home lien free, the Authority shall maintain the right to repurchase or foreclose on the home in accordance with the promissory note, deed of trust, and regulatory agreement.
- F. A household, family unit, or immediate family members may qualify to purchase only one home under this program. For the purposes of this program, adult, nondependent siblings shall not be prohibited from qualifying independently as a separate household or family unit provided they do not reside together or share housekeeping expenses or duties.
- G. Every deed given by the Authority or CRA shall refer to these Guidelines and be binding as conditions, covenants and restrictions running with the land.

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

RA ITEM 1A1

**JUNE 9, 2021
WEDNESDAY
7:55 P.M.**

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

ROLL CALL:

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

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

ANNOUNCEMENT

ASSISTANT
AUTHORITY
SECRETARY NIETO

Assistant Authority Secretary Nieto announced the following:

"As required by Government Code Section 54954.3, members of the City Council are also members of the Reclamation Authority, which is concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of \$300 for attending the Reclamation Authority meeting."

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Breceda, seconded by Board Member Garcia, 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 March 10, 2021

ITEM NO. 1B
2021 2ND QUARTER
MINING REPORT OF
NINE SMARA PITS

2021 2ND QUARTER MINING REPORT OF NINE SMARA PITS

The report was received and filed.

RECLAMATION AUTHORITY MINUTES
REGULAR MEETING

JUNE 9, 2021
PAGE 2

ITEM NO. 1C
INVESTMENT
POLICY REVIEW AND
DELEGATION OF
INVESTMENT
AUTHORITY

INVESTMENT POLICY REVIEW AND DELEGATION OF
INVESTMENT AUTHORITY (Joint Item on City Council, Successor
Agency, Housing Authority, and Reclamation Authority agendas)

RESOLUTION NO.
RA 2021-02-028
ADOPTED

Resolution No. RA 2021-02-028, entitled:

“A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING
AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD
RATIFYING THE CITY OF IRWINDALE INVESTMENT POLICY,
AND DELEGATING AUTHORITY TO THE CITY TREASURER TO
INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE,
IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING
AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY,” was
adopted.

ITEM NO. 1D
INVESTMENT
QUARTERLY REPORT
FOR MARCH 31, 2021

INVESTMENT QUARTERLY REPORT FOR MARCH 31, 2021

The Investment Quarterly Report for March 31, 2021, was received
and filed.

END OF CONSENT CALENDAR

NEW BUSINESS

None.

PUBLIC HEARINGS

ITEM NO. 3A
ADOPTION OF
FISCAL YEAR 2021 -
2022 BUDGETS AND
ESTABLISHING THE
APPROPRIATIONS
LIMIT FOR FISCAL
YEAR 2021-2022

ADOPTION OF FISCAL YEAR 2021-2022 BUDGETS AND
ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL
YEAR 2021-2022

DIRECTOR CARREON

Director Carreon presented the staff report.

VICE CHAIR BURROLA

Vice Chair Burrola thanked staff for the report and encouraged the
Housing Authority to approve the Our Lady of Guadalupe Church
project and suggested that military flags be installed at the Veterans
Monument.

CHAIR ORTIZ

Responding to a question by Chair Ortiz, Director Carreon spoke on
Director Rodriguez's presentation wherein she detailed the

scheduling difficulties experienced when attempting to schedule part-time employees, which led to staff's recommendation to hire a Permanent Part Time employee whose schedule would better accommodate staffing needs.

Chair Ortiz also asked about the proposed expenditures, which Director Carreon detailed. Chair Ortiz also asked about offsetting the deficit, to which Director Carreon advised that this budget, once adopted, would be covered through the city's financial reserves, and noted that the report explains that reserve funds would be reduced to 26.9 million by the end of June 30, 2022 if everything remains the same.

VICE CHAIR BURROLA Vice Chair Burrola requested a report on the amount of part-time employees working at the Recreation Department as well as the related costs, to which Executive Director Tam advised that staff is working on preparing a report to present to the Council at the next meeting.

OPEN At 7:20 p.m., Chair Ortiz opened the public hearing.
PUBLIC HEARING

CLOSE There being no speakers, Chair Ortiz closed the public hearing at
PUBLIC HEARING 7:21 p.m.

MOTION A motion was made by Board Member Ambriz, seconded by Board Member Breceda to:

RESOLUTION NO. Adopt **Resolution No. RA 2021-02-027**, entitled:

RA 2021-02-027

ADOPTED

"A RESOLUTION OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2021-2022." The motion was unanimously approved.

FUTURE AGENDA
ITEMS REQUESTED
BY BOARD MEMBERS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:56 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

Date: September 08, 2021
To: Honorable Chairman and Members of the Irwindale Reclamation Authority
From: William K. Tam, Executive Director
Issue: 2021 Third Quarter Mining Report of Nine (9) SMARA Pits

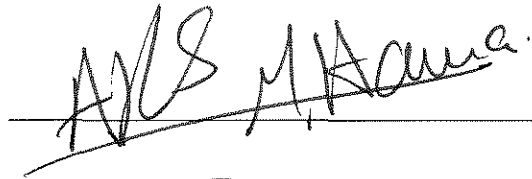
Executive Director's Recommendation:

That the Irwindale Reclamation Authority receive and file this report.

Administrative Action:

Submitted by:

Arsanious Hanna
Authority Engineer/Building Official



Prepared by:

Francisco Carrillo
Construction Compliance Manager
Phone: (626) 430-2251



Reviewed by:

Adrian R. Guerra, Authority Counsel

Electronically Approved
by City Attorney

Eva Carreon
Authority Finance Director / Authority Treasurer



Approved by:

William Tam, Executive Director



Background and Analysis:

The table below summarizes the reporting from the 2021 third quarter mining report of the estimated production of seven (7) pits governed by the Surface Mining and Reclamation Act of 1975 (SMARA Pits) currently conducting mining activity in the City.

Mine Site	Estimated Production June 2021 through August 2021 (Tons)	Estimated Remaining Reserve (Tons)
Lehigh Hanson Pit	573,026	54,919,252
Peck Road Gravel Pit	12,000	254,000
United Pit No. 2	33,845	See comment below*
United Pit No. 3	No Production**	370,470
Vulcan Reliance I	429,000	25,612,366
Vulcan Durbin	656,000	32,496,500
Olive Pit	482,277	31,517,723

*No production had been reported by United Pit No.2 because they have been under an Interim Management Plan (IMP) since November 2010. A few pockets of aggregate material during backfill operations were found. During this quarter, United Rock Pit No.2 reported 33,845 tons of extracted material from the eastern portion of site.

**United Pit No.3 applied for an IMP, which is currently under review. Thus, no production is reported.

A total of approximately 2,186,148 tons of material were produced during the reporting period, June 2021 through August 2021, from the seven (7) SMARA Pits listed above. This is approximately 637,210 tons more than reported in the previous quarter. Peck Road Gravel Pit and Vulcan Reliance I straddle jurisdiction lines between the cities of Irwindale and Monrovia, and Irwindale and Azusa, respectively. However, the amounts reported for those two sites are for production and backfill within the City of Irwindale only. There is currently no mining occurring in Monrovia's jurisdiction of the Peck Road Gravel Pit or in Azusa's jurisdiction of Vulcan Reliance I.

Below is a summary of the third quarter and current activity of the four (4) SMARA Pits in the City.

Mine Site	Status	Activity
United Pit No. 2	See comment above*	Backfilling of the Pit
United Pit No. 4	Active	Processing Plant
Olive Pit	Active	Mining
Azusa Western Pit	Inactive	Inactive

During the 2021 third quarter reporting period, reclamation activity was also reported from three (3) SMARA Pits listed below. Below is a summary of the reclamation activity at these three SMARA Pits.

Mine Site	Estimated Fill Placed June 2021 through August 2021 (C.Y.)
Lehigh Hanson Pit	64,332
United Pit No. 2	357,024
Vulcan Durbin Pit	120,000

As to the status of the City Owned Olive Pit, CA Mine ID # 91-19-0052:

The mining operator, United Rock Products, is still negotiating an easement needed for the pedestrian crossing at the railroad crossing before they can finalize the traffic signal design at the intersection of Los Angeles St. and Azusa Canyon Rd. This quarter, the Olive Pit is reporting production of phase I excavation as indicated on the approved reclamation plan and as listed above on the production table. In addition, United submitted an application to the City to amend the approved reclamation plan.

Fiscal Impact:

None