AGENDA FOR THE REGULAR MEETING OF THE
CITY COUNCIL
SUCCESSOR AGENCY TO THE
IRWINDEALE COMMUNITY REDEVELOPMENT AGENCY
HOUSING AUTHORITY
MAY 27, 2015
5:30 P.M. - CLOSED SESSION
6:30 P.M. - OPEN SESSION
IRWINDEALE CITY HALL / COUNCIL CHAMBER

CLOSED SESSION – CITY HALL CONFERENCE ROOM
REGULAR MEETING – CITY HALL COUNCIL CHAMBER

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

A) Property: 2200 Arrow Highway  
Negotiating Parties: Successor Agency and Athens  
Under Negotiation: Price and terms of Sale  

B) Property: APN 8532-001-901  
12 Acre Triangle Parcel  
Negotiating Parties: City and Unknown Potential Purchaser  
Under Negotiation: Price and terms of sale  

C) Property: 4224 Alderson Avenue & 14910 Los Angeles Street  
14808 Los Angeles Street & 4342 Alderson Street  
APN 8437-019-901, 8437-019-902, 8437-019-900, 8437-020-900  
Negotiating Parties: Successor Agency, City, and 7th Street Development  
Under Negotiation: Price and terms  

D) Property: 4954 Azusa Canyon Road  
Negotiating Parties: Successor Agency and Potential Purchaser  
Under Negotiation: Price and terms  

E) Property: 15823 Juarez Street  
Negotiating Parties: Housing Authority and Consuelo S. Guerrero (Daniel Grijalva)  
Under Negotiation: Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land  

F) Property: 15830 Hidalgo Street  
Negotiating Parties: Housing Authority and Nellie D. Tapia  
Under Negotiation: Terms Regarding Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land
G) Property: 2428 Mountain Avenue
Negotiating Parties: Housing Authority and Donald Stiles and Sandra Stiles, Trustees of the Donald Stiles and Sandra Stiles Trust and Charles James Stiles and Susan Diane Stiles, Trustees of the Charles James Stiles and Susan Diane Stiles Trust

Under Negotiation: Price and terms

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

Case Name: City of Baldwin Park v. City of Irwindale
Case Number: BS 152919

3. Conference with Labor Negotiator
Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Elvie Balderrama, Human Resources Manager; Barry Newton, Consultant; Pam Lee, Labor Counsel
Employee Organizations: IMEA, ICEA, IPOA

ADJOURN

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER
B. PLEDGE OF ALLEGIANCE
C. INVOCATION
D. ROLL CALL: Councilmembers: Albert F. Ambriz, Julian A. Miranda, H. Manuel Ortiz, Mayor Pro Tem Manuel R. Garcia, Mayor Mark A. Breceda
E. REPORT FROM CLOSED SESSION
F. CHANGES TO THE AGENDA
G. COUNCIL MEMBER TRAVEL REPORTS
H. ANNOUNCEMENTS

I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Presentation to Irwindale Chamber of Commerce Business of the Month – Fiesta Floats

2. Acknowledgments by the Irwindale Police Department of the Communications Center

Dedication contributors

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 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.

1. CONSENT CALENDAR

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

A. Minutes

Recommendation: Approve the following minutes:

1. Regular Meeting held May 13, 2015.

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Resolution Approving Donation to the Irwindale Educational Foundation

D. Temporary Employment Agreement - Interim City Manager

Recommendation: Approve the Interim City Manager Agreement.

2. NEW BUSINESS

A. Ordinance Amending Chapter 9.16 of the Irwindale Municipal Code to Allow Recreational Soccer Activities in Public Parks Subject to Limitations

Recommendation: Conduct first reading for the adoption of Ordinance No. 692 entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTER 9.16 OF TITLE 9 OF THE CITY OF IRWINDALE MUNICIPAL CODE TO PERMIT SOCCER ACTIVITIES IN PUBLIC PARKS SUBJECT TO LIMITATIONS” reading by title only and waiving further reading thereof.

3. OLD BUSINESS

4. PUBLIC HEARINGS

5. CITY MANAGER’S REPORT

6. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular Meeting held May 13, 2015.

B. Warrants

Recommendation: Approve
2. NEW BUSINESS
3. PUBLIC HEARINGS
4. ADJOURN

HOUSING AUTHORITY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular Meeting held May 13, 2015.

2. NEW BUSINESS
3. PUBLIC HEARINGS
4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on May 27, 2015 to be posted at the City Hall, Library, and Post Office on May 21, 2015.

Laura M. Nieto, CMC
Laura M. Nieto, CMC
Deputy City Clerk
The Irwindale CITY COUNCIL met in regular session at the above time and place.

**ROLL CALL:**
Present: Councilmembers Albert F. Ambriz, Julian A. Miranda, H. Manuel Ortiz; Mayor Mark A. Breceda

Absent: Mayor Pro Tem Manuel R. Garcia

Also present: Eva Carreon, Acting City Manager / Director of Finance; Fred Galante, City Attorney; Anthony Miranda, Police Chief; William Tam, Director of Public Works/City Engineer; Gus Romo, Director of Community Development; Elvie Balderrama, Human Resources Manager, and Laura Nieto, Deputy City Clerk

**RECESS TO CLOSED SESSION**
At 5:30 p.m., the City Council recessed to Closed Session to discuss the following:

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

Property: APN 8532-001-901
12 Acre Triangle Parcel
Negotiating Parties: City and Unknown Potential Purchaser
Under Negotiation: Price and terms of sale

**ACTION:** Updated provided; no further reportable action taken

Property: 6550 N. Irwindale Avenue
Negotiating Parties: City and Unknown Potential Leases
Under Negotiation: Price and terms of lease

**ACTION:** Discussed; no further reportable action taken

**Public Employee Appointment**
Pursuant to Government Code Section 54957

**Title:** Temporary Interim City Manager

**ACTION:** Update provided on requirements for the Temporary Interim City Manager; no further reportable action taken

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

**Case Name:** City of Baldwin Park v. City of Irwindale
**Case Number:** BS 152919

**ACTION:** Update provided; no further reportable action taken
MAY 13, 2015
PAGE 2

Case Name: City of Irwindale v. Monat
Case Number: LASC BS148389

ACTION: Update provided; no further reportable action taken

RECONVENE IN OPEN SESSION
At 6:30 p.m., the City Council reconvened in Open Session.

CHANGES TO THE AGENDA
None.

COUNCILMEMBER TRAVEL REPORTS
None.

ANNOUNCEMENTS
COUNCILMEMBER ORTIZ
Councilmember Ortiz invited everybody to attend the Open House event by the Gold Line Foothill Extension, to be held May 23 at 9:30.

INTRODUCTION OF NEW EMPLOYEE
None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS
PROCLAMATION
PROCLAMATION PROCLAIMING MAY 7-13, 2015 NATIONAL PUBLIC WORKS WEEK
MAY 7 – 13, 2015 NATIONAL PUBLIC WORKS WEEK
The proclamation was made.

SPONTANEOUS COMMUNICATIONS
DANTE VILLA
Dante Villa thanked Chief Miranda and the Police Department for its recent “Chat with the Chief” event. He said he felt like his voice was being heard.

LAURA CHEN
Laura Chen expressed her unhappiness since the Irwindale Speedway will soon be closed. She said she would prefer that it stay open to provide a safe environment for people to race legally.

CAROL OBERST
Carol Oberst spoke on a petition with 5,000 signatures proposing for the Irwindale Speedway to remain open. She also asked whether the ground testing at the Speedway site has been completed, to which City Attorney Galante noted that it has not.
TERRY CHICO  
Terry Chico thanked everybody involved for the re-dedication of the Police Department's dispatch center and for Mr. Tommy Lasorda's attendance.

STEVE MARQUART  
Steve Marquart spoke on how his family bonded by attending events at the Irwindale Speedway. He expressed his concern that people will race their vehicles on the streets if the Speedway is closed.

JACK REYNOLDS  
Jack Reynolds also spoke in opposition to the Speedway being closed.

DIANE BRANUM  
Diane Branum expressed her support for keeping the Irwindale Dragstrip open.

RAY RAMOS  
Ray Ramos warned that people will race on the streets if the Speedway is closed. He suggested drawing bigger crowds to the Speedway to generate more revenue.

MAYOR BRECEDA  
Mayor Breceda said that Irwindale is a racing community and that the Council does not want to see it go. He noted, however, that it was not drawing sufficient attendance to keep it sustainable and that the decision to close the Speedway was not the city's.

CONSENT CALENDAR

MOTION  
A motion was made by Councilmember Miranda, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with the exception of Item No. 1E, which was removed for separate consideration. The motion was unanimously approved; Mayor Pro Tem Garcia absent.

ITEM NO. 1A  
MINUTES  
The following minutes were approved as presented:

1) Regular meeting held April 22, 2015

ITEM NO. 1B  
WARRANTS / DEMANDS / PAYROLL  
The warrants / demands / payroll were approved.

ITEM NO. 1C  
CONTRACT AGREEMENT WITH CALIFORNIA DEPARTMENT OF EDUCATION NUTRITION SERVICES DIVISION AND EL MONTE UNION HIGH SCHOOL DISTRICT AS SUMMER LUNCH PROGRAM FOOD VENDOR  
The contract agreement between the El Monte Union High School District as food vendor provider was approved and the agreement...
HIGH SCHOOL DIST. AS SUMMER LUNCH PROGRAM FOOD VENDOR

By and between the City of Irwindale and California Department of Education Nutrition Service Division for Summer Food Service Program was approved.

ITEM NO. 1D
ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION CONTRACT – THE REPLACEMENT OF SEWER LIFT STATION PIPING IN CHARTER STREET PUMP STATION

Changes in the work were ratified and the improvements and maintenance responsibility for the constructed improvements for the replacement of sewer lift station piping in Charter Street Pump Station was accepted and the final construction contract amount of $404,928.99 was approved and the release of the five percent (5%) retention amount for the project was authorized.

ITEM NO. 1F
APPROVE THE CREATION OF A NEW POSITION OF A TEMPORARY PART-TIME POLICE CLERK TO ASSIST IN THE POLICE DEPARTMENT RECORDS DIVISION, AND ALLOWING AN EMERGENCY PROVISIONAL APPOINTMENT TO SUCH POSITION

RESOLUTION NO. 2015-23-2752 ADOPTED

Resolution No. 2015-23-2752, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE CREATING THE POSITION OF A TEMPORARY PART-TIME POLICE CLERK TO ASSIST IN THE POLICE DEPARTMENT RECORDS DIVISION, AND ALLOWING AN EMERGENCY PROVISIONAL APPOINTMENT,” was adopted.

END OF CONSENT CALENDAR

ITEM NO. 1E
APPROVE THE EMERGENCY PURCHASE OF TWO POLICE VEHICLES USING ASSET FORFEITURE FUNDS, AND WAIVE FORMAL BIDDING PROCEDURE
COUNCILMEMBER ORTIZ

Responding to several questions by Councilmember Ortiz, Chief Miranda provided background information on the current fleet of police vehicles. He noted that an officer recently had to take a plain vehicle for his patrol since the entire fleet was out for repairs. He added that some of the asset forfeiture funds are earmarked to perform capital improvements within his department; however, the purchase of the vehicles presents a greater need. He added that, in the future, he plans to present a report to the Council where police vehicles are replaced after a certain amount of use. The current cars are being maintained regularly, but are simply being rendered unserviceable through wear and tear.

COUNCILMEMBER MIRANDA

Councilmember Miranda asked whether two additional units can be purchased beside the two that Chief Miranda requested, to which Chief Miranda stated that he would rather tier new vehicles gradually to avoid future situations where several units are out for service simultaneously. Chief Miranda also noted that many local police agencies replace vehicles after reaching 3 years / 75,000 miles.

Resolution No. 2015-24-2753, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING $110,000 FOR THE PURCHASE AND OUTFITTING OF TWO POLICE VEHICLES USING ASSET FORFEITURE FUNDS, AND WAIVING BIDDING REQUIREMENTS," was adopted on the motion of Councilmember Ortiz, seconded by Mayor Breceda, and unanimously approved; Mayor Pro Tem Garcia absent.

NEW BUSINESS

ITEM NO. 2A

INTRODUCTION AND ADOPTION OF AN INTERIM URGENCY ORDINANCE TO PLACE A TEMPORARY MORATORIUM ON THE ESTABLISHMENT AND OPERATION OF LAND USES RELATED TO THE COMMERCIAL AND INDUSTRIAL CULTIVATION, PROCESSING AND DISTRIBUTION OF MEDICAL MARIJUANA
Senior Planner Johnson discussed the staff report.

Responding to a question by Mayor Breceda, Senior Planner Johnson advised that this ordinance does not cover residential areas since the state has previously approved the Compassionate Use Act which allows for seriously ill patients to cultivate medical marijuana for their own personal use.

City Attorney Galante added that residential users could not cultivate and sell it. They would only be allowed to grow very small amounts, based on their needs.

Fred Barbosa spoke on his past experiences with pain medication and how medical marijuana has vastly improved his quality of life. He said that, by setting a moratorium, the city would be losing on tax increments and noted that the city's rock resources are diminishing and said that the City would need to find funds elsewhere. He asked that the Council show compassion to medical marijuana users.

Councilmember Miranda asked that full details be provided to the Council the next time this matter is to be considered so that it can make an informed decision.

Gabriel Avila suggested that the city take small steps and allow just a small dispensary. That way it can be monitored and, if it is successful, a larger one can be opened.

Interim Urgency Ordinance No. 691, entitled: "AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, IMPOSING A TEMPORARY MORATORIUM ON THE COMMERCIAL AND INDUSTRIAL CULTIVATION, PROCESSING AND DISTRIBUTION OF MEDICAL MARIJUANA IN ALL NON-RESIDENTIAL ZONES PENDING COMPLETION OF STUDIES AND THE PREPARATION OF AN UPDATE TO THE CITY'S ZONING CODE," was passed, approved, and adopted, reading by title and waiving further reading thereof, on the motion of Councilmember Ortiz, seconded by Councilmember Miranda, and unanimously approved; Mayor Pro Tem Garcia absent.

Old Business

None.

Public Hearings

None.
CITY MANAGER'S REPORT

ACTING CITY MANAGER CARREON

Acting City Manager Carreon thanked Chief Miranda and the Police Department for the recent re-dedication of the Police Communications Center. She noted that the department will also hold a "Coffee with Cops" event at Starbucks on May 28 and invited all to attend.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz thanked Chief Miranda and the IPOA for the event.

COUNCILMEMBER ORTIZ

Councilmember Ortiz also thanked the Police Department for the event. He also stated that a couple residents have approached him about improving the outer wall of the gym that fronts the park plaza and asked whether it could be included in the park improvement project, to which Acting City Manager Carreon stated that staff can check into the costs for the improvement. She noted that some of the work can be done in-house.

COUNCILMEMBER MIRANDA

Councilmember Miranda also thanked the Police Department for its recent event.

MAYOR BRECEDA

Mayor Breceda asked about the proposed plaque for the re-dedication of the improved park plaza, to which Director Tam stated that the existing plaque is being relocated and that a new one will be unveiled at the first Music in the Park concert, scheduled for July 2. The plaque will look similar to existing plaques used in the various other park improvements.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:31 p.m.

Laura M. Nieto, CMC
Deputy City Clerk
### Accounts Payable

**Checks by Date - Summary By Check Number**

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Printed: 5/20/2015 - 8:33 AM

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Report Total: 1,054,262.06
City Manager's Recommendation:
That the City Council of the City of Irwindale approve Resolution No. 2015-25-2574 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION TO THE IRWINDALE EDUCATIONAL FOUNDATION THE USE OF A BILLBOARD DISPLAY IN THE CITY OF IRWINDALE AND APPROVING THE DONATION THERETO", reading by title only and waiving further reading thereof.

Analysis:
The Irwindale Educational Foundation (IEF) annually hosts an event in July to raise funds for educational scholarships to qualified Irwindale residents and employees and family members of businesses located within the city limits that are members in good standing of the Irwindale Chamber of Commerce. This year, the IEF is again requesting the use of one of the billboard displays in the City during the 2015/2016 fiscal year.

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

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

Fiscal Impact: (Initial of CFO)
There is no loss of revenues to the City since the Agreement with Clear Channel allows for City use of the billboard for specified periods of time.

Legal Impact: (Initial of Legal Counsel)

Prepared By/Contact Person: Theresa Olivares, Housing Coordinator
Phone: 430-2294

Attachment
RESOLUTION NO. 2015-25-2754

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

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

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

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

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

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

WHEREAS, annually, the City of Irwindale receives from Clear Channel Communications the right to use two separate displays of certain billboards along the 210 and 605 Freeways for one month per year and the City Council wishes to donate the use of one display of such billboard for one month in the 2015-2016 fiscal year to the Foundation for fundraising efforts to provide the aforementioned educational grants;
NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines and orders as follows:

1. That the City Council finds the above recitals true and correct.

2. That the City Council hereby finds that the donation to the Foundation of the use of one billboard face display provided by Clear Channel along the 210 and 605 Freeways for one month in the 2015-2016 fiscal year and at a time approved by Clear Channel and the City serves the public purpose identified in the above recitals.

3. That the City Council hereby approves the aforementioned donation to the Foundation.

4. That the Deputy City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 27th day of May, 2015

Mark A. Breceda, Mayor

ATTEST

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2015-25-2754 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 27th day of May 2015, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers

Laura M. Nieto, CMC
Deputy City Clerk
Date: May 27, 2015
To: Mayor and Council Members
From: Eva Carreon, Interim City Manager
Issue: Temporary Employment Agreement – Interim City Manager

Recommendation:

That the City Council of the City of Irwindale approve the Interim City Manager Agreement.

Background:

On November 17, 2014, the City Manager appointed Eva Carreon to perform the duties of Acting City Manager during John Davidson’s approved leave of absence scheduled for approximately 3 – 4 weeks. However, the leave of absence has unexpectedly continued beyond the estimated 4 weeks. Pursuant to Personnel Rules Section 3.25, the City Council shall appoint an Interim City Manager when the approved temporary leave is longer than thirty (30) days. In accordance with the Agreement, Ms. Carreon shall perform the role of Temporary Interim City Manager and then return to her position of Director of Finance upon the return of the regular City Manager or November 17, 2015, whichever occurs first.

The terms of the agreement may be extended by mutual consent of both parties and must be in written form.

The attached agreement mirrors that of Ms. Carreon’s existing contract and that of the City Manager with the exception of a City provided automobile.

Fiscal Impact: (Initial of CFO)
There is no additional cost to the City’s General Fund in salary and benefits for this Interim City Manager appointment.

Legal Impact: (Initial of Legal Counsel)

Prepared By/Contact Person: Elvie Balderrama, Human Resources Manager

Attachment
INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This INTERIM CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is effective the 17th day of November, 2014, by and between the CITY OF IRWINDALE, a charter city and municipal corporation ("City") and Eva Carreon, an individual ("Eva Carreon" or "Interim City Manager").

RECITALS

WHEREAS, prior to the Effective Date, Eva Carreon was employed by the City as its Director of Finance and entitled to certain benefits in accordance with the terms and conditions of that certain Employment Agreement between the Director of Finance and the City, dated January 23, 2013 ("Director of Finance Agreement"); and

WHEREAS, the City Council desires to contract with Eva Carreon to serve in the position of Interim City Manager for the City to temporarily fill the position of the City Manager who is currently on a temporary leave of absence, which position is prescribed by state law and the City’s Charter and Municipal Code; and

WHEREAS, Eva Carreon desires to temporarily perform and assume responsibility for the provisions of professional services to the City and its aforementioned related agencies as the Interim City Manager; and, except as provided hereinafter, upon the conclusion of her services as Interim City Manager, she shall return to the performance of her duties as the Director of Finance in accordance with the Director of Finance Agreement earning the same salary and enjoying the same benefits immediately prior to the Effective Date; and

WHEREAS, the parties wish to establish the terms and conditions of Eva Carreon’s services as the Interim City Manager to the City and its aforementioned related agencies through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Eva Carreon hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby contracts Eva Carreon as Interim City Manager for the City to perform the functions and duties of the City Manager, as specified in the City’s Charter and Municipal Code and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council shall, from time-to-time, direct or assign, including overseeing the City’s Finance Department. Interim City Manager shall devote her best efforts and full-time attention to performance of these duties.

1.2 Work Schedule. It is recognized that Interim City Manager is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the...
business of the City. Interim City Manager acknowledges that proper performance of the duties of the Interim City Manager will require Interim City Manager to generally observe normal business hours, as set by the City and may be duly revised from time-to-time and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Interim City Manager such reasonable “time off” as is customary for exempt employees of the City so long as the time off does not interfere with normal business.

1.3 Other Activities. Interim City Manager shall focus her professional time, ability, and attention to City business during the term of this Agreement. Interim City Manager shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of the Interim City Manager.

1.4 Employment Status. Interim City Manager shall serve at the will and pleasure of the City Council and understands she is an "at-will" employee subject to summary dismissal without any right of notice or hearing, including any so-called Skelly hearing. The City Council may terminate the employment of Interim City Manager at any time, as set forth in Section 3.3 and Section 3.4 below, or direct that she revert to her position of Director of Finance. Interim City Manager shall not be subject to the City’s Personnel Rules and Regulations.

1.5 City Documents. All data, studies, reports and other documents prepared by Interim City Manager while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Interim City Manager in connection with the performance of this Agreement shall be held confidential by Interim City Manager to the extent permitted by applicable law, and except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not, without the prior written consent of the City Council, be used by Interim City Manager for any purposes other than the performance of her duties. Provided, further that no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 FLSA Exempt Status. Interim City Manager agrees that her position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

1.7 Director of Finance Agreement. Throughout its entire term and except as expressly provided herein, this Agreement shall supersede and take precedence over all provisions of the Director of Finance Agreement. Upon the termination of this Agreement, and if the City Council directs that she revert to her position as the Director of Finance, Eva Carreon shall be subject to the terms and conditions of the Director of Finance Agreement.
2.0 COMPENSATION AND BENEFITS

2.1 Compensation and Benefits. For the services rendered pursuant to this Agreement, Interim City Manager’s base annual compensation shall be One Hundred Eighty Five Thousand Dollars ($185,000.00) annually, which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of City are paid. Such salary (collectively, “Salary”) shall be adjusted for payroll taxes, workers’ compensation and other payroll-related liability costs.

2.2 Effectuating Salary Adjustment. City Council and Interim City Manager agree that Interim City Manager shall not be entitled to any so-called cost of living (“COLA”) adjustment to the Salary, as received by other City employees. Interim City Manager’s rights to salary adjustments, if any, shall be based on Interim City Manager’s performance, following a performance review in accordance with Section 5.2 of this Agreement.

2.3 Special Compensation. Interim City Manager acknowledges that the City makes no representation, and Interim City Manager shall not rely on any representation, that the difference in compensation provided in this Agreement and the compensation provided in the Director of Finance Agreement will be treated as “final compensation” under CalPERS regulations for purposes of calculating her CalPERS service retirement benefits.

3.0 TERM

3.1 Commencement & Effective Date. Interim City Manager shall commence her services hereunder at 8:00 a.m. Pacific standard time on November 17, 2014 (“Effective Date”).

3.2 Term. The term of this Agreement shall begin on the Effective Date and shall terminate one (1) year from the Effective Date on November 17, 2015, or upon the return of the City Manager from his leave of absence, whichever is earlier (“Expiration Date”). This Agreement may be terminated prior to said Expiration Date in accordance with the terms and conditions of this Agreement. Under no circumstances shall this Agreement be effective after the Expiration Date unless the parties agree in writing to extend this Agreement under terms and conditions mutually satisfactory to the parties. This Agreement may be extended for such an additional term(s) as Interim City Manager and Council mutually deem appropriate, as evidenced by a writing signed by both parties.

3.3 Termination by City Council. The City Council may terminate this Agreement at any time with or without cause, without notice to Interim City Manager. Upon termination of this Agreement, the City Council may terminate Interim City Manager from employment with the City or direct that she revert to her position as the Director of Finance, subject to the terms and conditions of the Director of Finance Agreement. Interim City Manager expressly agrees that she shall not be entitled to any severance pay as the result of the termination of this Agreement initiated by Interim City Manager; however, Interim City Manager shall be entitled to the severance provided in Section 4.1 below if termination from City employment is initiated by the City Council, except in the case of termination for cause under Section 3.4 below. Notwithstanding anything to the contrary stated herein, during the term of
this Agreement, Interim City Manager may, upon giving the City 30 days’ advance written notice, either terminate her employment from the City or resign her position as Interim City Manager and return to the position of and be reinstated as the Director of Finance. Upon her reinstatement as the Director of Finance, she shall then be subject to the terms and conditions of the Director of Finance Agreement.

3.4 Termination for Cause. Should Interim City Manager commit any illegal or unethical act involving personal gain to her, gross (a) insubordination, (b) misfeasance, or (c) malfeasance, City may terminate this Agreement and the services of Interim City Manager from City employment hereunder, and shall have no obligation to pay severance as provided for in Section 4.0 below.

4.0 SEVERANCE

1. Severance Pay. Except as provided in Sections 3.3 and 3.4, should the City elect to terminate this Agreement and the services of the Interim City Manager from City employment without cause, the City shall, upon the effective date of such termination, pay to the Interim City Manager severance in an amount equal to six (6) months of her Salary (as defined in Section 2 above, calculated on a per diem basis), less applicable deductions and excluding deferred compensation or the value of any other benefits.

Notwithstanding the foregoing, should such severance payment exceed the amount authorized to be paid under Government Code Section 53260, the amount paid to the Interim City Manager shall be reduced in the amount necessary to comply with the same.

2. Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of the Interim City Manager with respect to severance pay in the event of termination from City employment, other than for cause, and Interim City Manager expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon execution of standard “Agreement of Separation, Severance, and General Release” attached hereto as Exhibit “A.”

5.0 PERFORMANCE EVALUATIONS

1. Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Interim City Manager so as to facilitate a more effective management of the City. Nothing herein shall be deemed to alter or change the employment status of Interim City Manager (as set forth in Section 1.3 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Interim City Manager hereunder.

2. Evaluation. The City Council shall review and evaluate the performance of Interim City Manager bi-annually and periodically thereafter.

3. Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Interim City Manager within two (2) weeks following conclusion of the review and evaluation process, and may, at its sole discretion.
discretion, schedule at least one (1) closed personnel session with Interim City Manager to deliver and discuss the evaluation.

6.0 ADDITIONAL BENEFITS

1. Interim City Manager shall receive all benefits as provided in Section 6.0 [Benefits] of the Director of Finance Agreement, a copy of which Section 6.0 is attached hereto as Exhibit “B”.

2. Automobile Allowance. In lieu of a City vehicle, the City shall provide Interim City Manager mileage reimbursement at the IRS rate in effect at the time the mileage is incurred.

7.0 PROFESSIONAL DEVELOPMENT

1. Out-of-Town Meetings & Seminars. City agrees to reimburse Interim City Manager the actual cost for registration, travel, lodging, and meals and other expenses incurred by Interim City Manager while attending overnight out-of-town meetings or seminars related to her employment with City in accordance with the City’s policies for expense reimbursement. Moreover, to be eligible Interim City Manager must have budgeted funds available for same; provided, however, that the City Council may, in its sole discretion, approve such unbudgeted expenditures if it deems it in the best interests of the City.

2. Local Meetings & Seminars. City agrees to reimburse Interim City Manager the actual cost of registration, meals and other expenses necessarily incurred while in attendance at local meetings or seminars related to her employment with City in accordance with the City’s policies for expense reimbursement.

3. Incidental Expenses. City agrees to reimburse Interim City Manager the actual cost of those incidental expenses necessarily incurred by Interim City Manager while engaged in the business of City upon the presentation of an appropriate receipt therefor in accordance with the City’s policies for expense reimbursement.

8.0 BONDS AND INDEMNIFICATION

1. Indemnification. City shall defend, hold harmless and indemnify Interim City Manager against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Interim City Manager’s services under this Agreement. This section shall not apply to any intentional tort or crime committed by Interim City Manager, to any action outside the course and scope of the services provided by Interim City Manager under this Agreement, or any other intentional or malicious conduct or gross negligence of Interim City Manager.

2. Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Interim City Manager’s services under this Agreement.
9.0 GENERAL PROVISIONS

1. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Interim City Manager’s employment by City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

2. Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval.

3. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City: To Interim City Manager:
City Council Eva Carreon
City of Irwindale (home address on file with the City)
5050 North Irwindale Avenue
Irwindale, California 91706

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

4. Conflicts Prohibited. During the term of this Agreement, Interim City Manager shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Interim City Manager’s duties under this Agreement. Interim City Manager shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

5. Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

6. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

8. **Government Code §§ 53243 - 53243.4.** Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. These statutes are set forth in full in Exhibit “C” attached hereto and incorporated herein. Accordingly, the parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

   §53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

   §53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

   §53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

   §53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

   §53243.4. “Abuse of office or position” defined.

Interim City Manager represents that she has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to her, including that she agrees that any cash settlement or severance related to the terms of this Agreement involving compensation for termination that she may receive from the City shall be fully reimbursed to the local agency if she is convicted of a crime involving an abuse of her office or position.

9. **Independent Legal Advice.** City and Interim City Manager represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement and, City and Interim City Manager further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

[signatures on following page]
IN WITNESS WHEREOF, the City of Irwindale has caused this Agreement to be signed and executed on its behalf by its City Council, and duly attested by its officers thereunto duly authorized, and Interim City Manager has signed and executed this Agreement, all in triplicate.

CITY OF IRWINDALE

Mark Breceda, Mayor

ATTEST:

Laura Nieto, CMC
Deputy City Clerk

APPROVED AS TO FORM:

Fred Galante, City Attorney

INTERIM CITY MANAGER

Eva Carreon
Exhibit “A” To Interim City Manager Contract

AGREEMENT OF SEPARATION, SEVERANCE AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance and General Release (hereinafter referred to as the “AGREEMENT”) is entered into by and between the City of Irwindale (hereinafter referred to as "THE CITY"), a general law city and municipal corporation, and --------, an individual (hereinafter referred to as “EMPLOYEE”).

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at will Interim City Manager effective ------, 2014 serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently ____ years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE’s voluntary separation as of ______, ____ , with this AGREEMENT setting forth the full and complete terms and conditions concluding EMPLOYEE’s employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3. In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE’s post employment rights, including but not limited to, EMPLOYEE’s rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Employee Retirement Income Security Act of 1974 (“ERISA”), and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

3. CONSIDERATION

3.1. EMPLOYEE shall receive payment to her at the time of her voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of ___________________ and __ cents ($_____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE’s home address via certified mail return...
receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE’s spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as “THE CITY PARTIES”), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including __________, __________ (hereinafter referred to collectively as “CLAIMS”), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. Specific Acknowledgment of Waiver of Claims under ADEA and OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the “ADEA”) makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the “OWBPA,” 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, unless the waiver is knowing and voluntary. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights
he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, her rights under the ADEA and OWBPA, and of the legal significance of her waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of her own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, her counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has seven (7) days following her execution of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, “I hereby revoke my acceptance of our Agreement of Severance and General Release;” and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE’s execution (“EFFECTIVE DATE”).

5. **UNKNOWN CLAIMS**

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

“General Release--Claims Extinguished”

“A general release does not extend to claims which the creditor does not know or suspect to exist in her favor at the time of executing the release, which if known by her must have materially affected her settlement with the debtor.”
EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. **WAIVER OF ADDITIONAL CLAIMS**

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. **REPRESENTATIONS AND WARRANTIES**

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. **Advice of Counsel:** The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. **No Fraud in Inducement:** No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. **Independent Investigation:** Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. **Mistake Waived:** In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. **Later Discovery:** The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY...
PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of her receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during her employment. Said services shall be provided as needed by THE CITY at a rate of $100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of her employment with THE CITY.

7.9 No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.
7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1 No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2 Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3 Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5 Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6 Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7 Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8 Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9 Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by
certified or registered United States mail, or personal delivery, at the noticing party’s discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

City Council
City of Irwindale
5050 North Irwindale Avenue
Irwindale, California 91706

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: ________________  EMPLOYEE

By: ____________________________

THE CITY

DATED: ________________  By: ____________________________

Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: ____________________________

Fred Galante, City Attorney

[EMPLOYEE's LAW FIRM]

By: ____________________________

[Counsel]
Exhibit “B” To Interim City Manager Contract

BENEFITS

1. **City Treasurer’s Stipend.** The City shall provide the Employee a City Treasurer’s Stipend in the amount of Six Hundred Dollars and No Cents ($600.00) per year.

2. **Technology/Cell Phone Allowance.** City shall provide the Employee with a technology allowance in the amount of One Hundred Twenty-Five Dollars and No Cents ($125.00) per month, which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. The Employee understands that any applicable taxes are his responsibility to pay and not covered by the City.

3. **Education Incentive.** The City shall provide an additional amount of One Thousand Two Hundred Dollars and No Cents ($1,200.00) per year as an education incentive to the Employee Salary if he has at minimum a Bachelor’s Degree with major course work in urban, regional, or land use planning, environmental planning, geography, or a related field from a four-year college or higher. This compensation will be paid out over twenty-six (26) bi-weekly pay periods in a calendar year.

4. **Bilingual Pay.** The City shall pay Employee an additional two and one-half percent (2½%) of her Salary as bilingual pay incentive upon passing an appropriate exam, if Employee is proficient in Spanish and/or American Sign Language and is required to use such language(s) during the course of City business. This compensation will be paid out over twenty-six (26) bi-weekly pay periods in a calendar year.

5. **Medical, Dental, Vision and Other Insurance.** The City shall provide to the Employee the same group medical, dental, and vision insurance plans offered to IMEA members, as provided in the applicable IMEA MOU. The City shall provide and pay for a life insurance policy for the Employee with coverage in the amount of One Hundred Thousand Dollars and No Cents ($100,000.00), as well as coverage for spouse and eligible dependent children in the amount of Five Thousand Dollars and No Cents ($5,000.00) each. The City shall also provide and pay for an accidental death and dismemberment (“AD&D”) insurance policy for the Employee for coverage in the amount of Twenty Thousand Dollars and No Cents ($20,000.00). Additional AD&D benefit coverage may be purchased at the Employee’s own expense.

    Should Employee retire from the City, medical insurance will continue into retirement and will be implemented in accordance with the amount, terms and qualifications for receipt of such retiree medical benefits afforded to IMEA members under the applicable IMEA MOU.

6. **PERS.** Employee shall be enrolled in PERS. The City shall pay the full employer contribution to PERS and City shall pay the full employer contribution and the portion, if any, of the employee’s contribution as provided in the applicable IMEA MOU. The payments will be reported as being those of the Employee and credited to her individual account with PERS.
7. **PARS.** The City participates in PARS, which affords all full time employees hired before January 1, 2013, the retirement benefit commonly referred to as “1% at 55”. The City shall pay the Employee’s share of all required contributions to PARS, as provided in the applicable IMEA MOU.

8. **Deferred Compensation.** The Employee may, at his sole cost and expense, participate in the City’s Deferred Compensation Program. The City currently has two plan options under its Deferred Compensation Program: (a) the International City Management Association Retirement Corporation, and (b) the Nationwide Retirement Solutions plans. The Employee acknowledges that City does not provide any matching benefits or other payments toward the Deferred Compensation Program.

9. **Vacation and Sick Leave.** From and after the Effective Date, the Employee shall accrue vacation and sick leave at the rate currently afforded to IMEA members under the applicable IMEA MOU.

10. **Holidays.** From and after the Effective Date, the Employee shall be entitled to such holidays as are currently afforded to IMEA members under the applicable IMEA MOU.

11. **Floating Holiday.** Commencing on the Effective Date, the Employee shall have a total bank of one hundred thirty (130) hours (pro-rated) per calendar year available to him for holidays. When any of the above-listed holidays fall on a regular work day (Monday-Thursday) or in the case of a Sunday holiday which is celebrated on the following Monday, as determined by the City Manager, nine and one half (9.5) hours will be deducted from the holiday bank of hours for each such holiday, and the holiday will be celebrated in the normal manner. At the beginning of each calendar year, the City will determine and distribute its holiday schedule. Based thereon, the total number of holidays will be multiplied by nine and one half (9.5) hours and the resulting sum will be deducted from the holiday bank of hours, but in no event will such deduction result in a negative holiday bank account balance. The Employee will be then be credited with the balance, if any, of the remaining one hundred thirty (130) holiday bank hours which may be used as floating holiday time in a manner similar to that of vacation time. All floating holiday time must be used in the calendar year in which it was credited to the Employee. Any and all unused floating holiday time will be cashed out in January of the following calendar year.

12. **Bereavement Leave.** From and after the Effective Date, the Employee shall be entitled to such bereavement leave as is currently afforded to IMEA members under the applicable IMEA MOU.

13. **Administrative Leave.** From and after the Effective Date, the Employee shall accrue executive leave at the rate of sixty (60) hours per year. Administrative leave shall not be carried over from year-to-year. Any unused leave will be cashed out in January of the following calendar year.
Exhibit "C" To Interim City Manager Contract

GOVERNMENT CODE SECTIONS 53243-53243.4 and 53260(a)

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:
   
   (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
   
   (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

53260. (a) All contracts of employment between an employee and a local agency employer shall include a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

GOVERNMENT CODE SECTIONS 3511.1-3511.2

3511.1. As used in this chapter, the following definitions apply:
(a) "Compensation" means annual salary, stipend, or bonus, paid by a local agency employer to a local agency executive.
(b) "Cost-of-living" means the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations.
(c) "Local agency" means a county, city, whether general law or chartered, city and county, town, school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, or other local public agency.
(d) "Local agency executive" means any person employed by a local agency who is not subject to the Meyers-Milias-Brown Act (Chapter 10 (commencing with Section 3500)), Chapter 5 (commencing with Section 45100) of Part 25 of Division 3 of Title 2 of the Education Code, or Chapter 4 (commencing with Section 88000) of Part 51 of Division 7 of Title 3 of the Education Code, and who meets either of the following requirements:

(1) The person is the chief executive officer, a deputy chief executive officer, or an assistant chief executive officer of the local agency.
(2) The person is the head of a department of a local agency.
(3) The person's position within the local agency is held by an employment contract between the local agency and that person.

3511.2. On or after January 1, 2012, any contract executed or renewed between a local agency and a local agency executive shall not provide for the following:

(a) An automatic renewal of a contract that provides for an automatic increase in the level of compensation that exceeds a cost-of-living adjustment.
(b) A maximum cash settlement that exceeds the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5.
DATE: May 27, 2015

TO: Mayor and Members of the City Council

FROM: Eva Carreon, Interim City Manager

SUBJECT: Ordinance Amending Chapter 9.16 of the Irwindale Municipal Code to Allow Recreational Soccer Activities in Public Parks Subject to Limitations

CITY MANAGER’S RECOMMENDATION:
That the City Council conduct the first reading for the adoption of Ordinance No. 692 entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTER 9.16 OF TITLE 9 OF THE CITY OF IRWINDALE MUNICIPAL CODE TO PERMIT SOCCER ACTIVITIES IN PUBLIC PARKS SUBJECT TO LIMITATIONS.” Reading shall be by title only and waiving further reading thereof.

BACKGROUND

Pursuant to section 9.16.020.Q of the Irwindale Municipal Code, soccer is a prohibited activity in all City parks. (Attachment 1.) However, at its meeting on January 28, 2015, the City Council discussed the idea of permitting soccer activities in City parks. As discussed in the January 28, 2015 staff report, staff presented various options to the City Council. (Attachment 2.) Following the discussion, the City Council (Mayor Breceda absent) voted to allow recreational soccer activity in all City parks subject to the following limitations (Attachment 3):

1. Participants shall be under the age of eighteen (18).
2. Recreational soccer activity shall be limited to informal soccer practice only.
3. No practice soccer games or formal soccer games shall be permitted.
4. No person shall bring large equipment/goal posts onto City property. Permissible equipment shall be restricted to small items such as soccer balls, cones, etc.
5. Organized groups planning to regularly use City parks for soccer practice must submit, and receive approval of, a Facility Use Application by the City. Approval of the Facility Use Application shall include conditions for approval including, but not limited to, fees for use of the park, insurance, and a deposit to cover damages.

Staff now desires to amend the Municipal Code to reflect this change in policy. (Attachment 4.) Specifically, the proposed ordinance deletes the term “soccer” in Section 9.16.020.Q as shown below:

Section 9.16.020 – Prohibited Activities.

Within the limits of any of the parks or public places of the city, it is unlawful for any person or persons to do any of the following acts:

---

1 The Minutes of the January 28, 2015 meeting (Attachment 3) state that the City Council approved soccer in only designated locations. However, staff believes the minutes may be inaccurate on this point. Staff believes that the City Council desired to permit soccer activity in all City parks. The proposed ordinance would permit soccer activity in all parks.

01005.0009/253669.2
Q. To play, engage in or participate in any game such as soccer, hockey, rugby, cricket, football or other team games involving competitive body contact (excluding baseball) except where and when specifically authorized at designated facilities by the recreation director.

Additionally, a new section 9.16.050 will be added to Chapter 9.16 of Title 9 which will read as follows:

**Section 9.16.050 - Soccer in Parks.**

Recreational soccer activity shall be permitted in all City parks subject to each of the following:

A. Participants shall be under the age of eighteen (18).
B. Recreational soccer activity shall be limited to informal soccer practice only.
C. No practice soccer games or formal soccer games shall be permitted.
D. No person shall bring large equipment/goal posts onto City property. Permissible equipment shall be restricted to small items such as soccer balls, cones, etc.
E. Organized groups planning to regularly use City parks for soccer practice must submit, and receive approval of, a Facility Use Application by the City. Approval of the Facility Use Application shall include conditions for approval including, but not limited to, fees for use of the park, insurance, and a deposit to cover damages.

Staff recommends that the City Council direct the City Attorney to read the title of the ordinance, waive further reading of the ordinance, and introduce the ordinance by a roll call vote.

**Fiscal Impact:**

(Initial of CFO)

**Legal Impact:**

(Initial of Legal Counsel)

**Contact Person:**

Eva Carreon, Interim City Manager
Fred Galante, City Attorney
Adrian Guerra, Assistant City Attorney

**Attachments**

2. January 28, 2015 City Council Staff Report
3. Minutes of the January 28, 2015 City Council Meeting
4. Proposed Ordinance No. 692

Coordinated With:

City Manager’s Office
City Attorney
9.16.020 - Prohibited activities.

Within the limits of any of the parks or public places of the city, it is unlawful for any person or persons to do any of the following acts:

A. To lead or let loose any animal or fowl of any kind; provided, that this shall not apply to dogs when led by a leash or chain not more than six feet long and under full control of its owner or custodian;

B. To enter, be or remain in any park while in possession of, transporting, purchasing, selling, giving away or consuming any alcoholic beverage, as defined in subsection (b) of Section 2 of the Alcoholic Beverage Control Act of the state;

C. To remain, stay or loiter in any park or building therein between the hours of eleven p.m. and six a.m. the following day, without special permission from the director of parks;

D. To light or maintain any fire, except in a stove, fire circle or other place provided for that purpose, without having first procured written authorization from the director of parks;

E. To possess, carry or discharge any firearms, firecrackers, rockets, or any other fireworks, air gun, or slingshot;

F. To disturb the peace and quiet by any undue loud or unusual noise, or by tooting, blowing, or sounding any automobile siren or signal, or by any tumultuous conduct, or by use of any vulgar, profane or indecent language therein;

G. To hold, conduct or address any assemblage, meeting or gathering for the purpose of discussing, expounding or advocating or opposing the principles or creed of any political party, partisan group, organization or religious denomination or sect without first having procured written authorization from the director of parks;

H. To park or stand any vehicle on any road or path except at places designated for parking by the director of parks;

I. To ride or drive any horse or other animal or propel any vehicle, cycle or automobile elsewhere than on roads, trails or driveways provided for that purpose;

J. To solicit in any manner or for any purpose therein, or sell or offer for sale any goods, wares or merchandise, or pass out and distribute, post, place or erect any handbill, circular, advertising matter or literature without permission or concession granted by the city council;

K. To swim, bathe, wade in or pollute the water of any fountain, pond, lake or stream, or commit any nuisance in or near such water or in any manner pollute the same;

L. To swim in (or otherwise use) the Municipal Pool other than during the posted hours or at any time without supervision by staff members or pool guards appointed by the recreation director;

M. No skateboarding during special events and public activities shall take place in park area or buildings.

(Ord. 410 § 1, 1986; Ord. 407 § 1, 1986; Ord. 91 § 1(f)(1960: prior code § 4201).)
Date: January 28, 2015

To: Honorable Mayor and City Council

From: Eva Carreon, Acting City Manager

Subject: Consideration of Soccer Activity in Irwindale Park

Recommendation:

For the City Council to provide direction regarding allowance of soccer activity in Irwindale Park.

Analysis:

The City of Irwindale does not currently allow soccer activities in any city parks. This restriction has been in place since the adoption of Ordinance No. 407 on August 28th 1986. The Irwindale Municipal Code Section 9.16.020-Q states “it is unlawful...to play, engage in or participate in any game such as soccer, hockey, rugby, cricket, football or other team games involving competitive body contact (excluding baseball) except where and when specifically authorized at designated facilities by the recreation director.”

Historically, factors causing the City to maintain this restriction include the significant wear and tear this type of sports activity creates on the park turf; damages caused to other park structures and fencing; and excessive litter left behind after use. Additionally, Irwindale Park does not have goal posts or fields marked for formal soccer use at this time.

The City Council requested City Staff to review the possibility of allowing soccer in Irwindale Park. In order to provide the Council with additional guidance, this matter was presented to the Parks & Recreation Commission at their meeting on January 7th 2015. The following options were presented to the Parks & Recreation Commission for their consideration and input:

1) Leave Municipal Code and restricted policy as is.

2) Allow for recreational soccer activity for participants under the age of 18, with the following tentative stipulations and restrictions:

   a) Any soccer use is restricted to informal soccer practice only.
   b) Soccer practice shall be restricted to specific designated areas (ie softball fields)
   c) No scheduling of formal or practice soccer games allowed.
d) Participants shall not bring large equipment/goal posts on city property. Allowed equipment shall be restricted to small items such as soccer balls, cones, etc.

e) Organized groups planning regular use of the park for soccer practice must submit a Facility Use Application.
   i) Standard use fees will apply, similar to fees required for use of the softball fields.
   ii) Must obtain Certificate of Insurance for liability coverage.
   iii) A deposit shall be required to cover damages related to turf preservation, as well as staff time for any additional repairs and maintenance required. Amount of deposit to be determined at a later date.

3) Allow for recreational soccer activity for participants of all ages, subject to the same stipulations and restrictions as listed in Option 2.

The Parks & Recreation Commission recognizes that youth soccer leagues have grown in popularity in recent years, and there are many times when parents wish to have their children practice their soccer skills in the park. Since the current ordinance does not allow for this activity, residents are forced to go outside the city for their kids to practice soccer. Therefore, the Parks & Recreation Commission elected to recommend option #2, as this would allow youth in the city to practice soccer in Irwindale Park, while still providing a measure of protection against damages to city property.

Fiscal Impact (Initial of CFO) None

Legal Impact (Initial of Legal Counsel)

Prepared By: Dan Grijalva, Recreation Manager (626) 430-2225
Eva Carreon, Acting City Manager (626) 430-2221

Eva Carreon, Acting City Manager
The Irwindale CITY COUNCIL met in regular session at the above time and place.

ROLL CALL: Present: Councilmembers Albert F. Ambriz, Julian A. Miranda, H. Manuel Ortiz; Mayor Pro Tem Manuel R. Garcia

Absent: Mayor Mark A. Breceda

Also present: Eva Carreon, Acting City Manager / Director of Finance; Fred Galante, City Attorney; Anthony Miranda, Chief of Police; William Tam, Director of Public Works/City Engineer; Gus Romo, Director of Community Development; Elvie Balderrama, Human Resources Manager, and Laura Nieto, Deputy City Clerk

RECESS TO CLOSED SESSION

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

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

Property: APN 8532-002-042 (NuWay Pit)
Negotiating Parties: City and NuWay Industries
Under Negotiation: Price and terms of portion of property

ACTION: Not discussed

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

Case Name: City of Baldwin Park v. City of Irwindale
Case Number: BS 152919

ACTION: Update provided; no reportable action taken

Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9

Number of Cases: One

ACTION: Update provided, direction provided to City Attorney.
No reportable action taken.

RECONVENE IN OPEN SESSION

At 6:45 p.m., the City Council reconvened in Open Session.

CHANGES TO THE AGENDA

None.
CITY COUNCIL MINUTES
REGULAR MEETING

COUNCILMEMBER TRAVEL REPORTS
None.

ANNOUNCEMENTS
None.

INTRODUCTION OF NEW EMPLOYEE
None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

PRESENTATION TO
JANUARY BUSINESS OF THE MONTH – AMR – AMERICAN MEDICAL RESPONSE

The presentation was made.

SPONTANEOUS COMMUNICATIONS
There were no speakers.

CONSENT CALENDAR

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

ITEM NO. 1A MINUTES
The following minutes were approved:

1) Regular meeting of December 10, 2014
2) Regular meeting of January 14, 2014, as corrected.

ITEM NO. 1B WARRANTS / DEMANDS / PAYROLL
The warrants / demands / payroll were approved.

ITEM NO. 1C INVESTMENT QUARTERLY REPORT – DECEMBER 31, 2014
The Investment Quarterly Report for December 31, 2014, was received and filed.
ITEM NO. 1D
CLAIM REJECTION – MERCURY INSURANCE V. CITY OF IRWINDALE

The claim of Mercury Insurance v. City of Irwindale was rejected and staff was directed to send a standard letter of rejection.

ITEM NO. 1E
AWARD OF CONTRACT TO PROVIDE CONSTRUCTION INSPECTION AND SUPPORT SERVICES FOR (1) THE IRWINDALE PARK – GAZEBO – PLAZA IMPROVEMENT PROJECT; AND (2) THE REPLACEMENT OF SEWER LIFT STATION PIPING IN CHARTER STREET PUMP STATION

A professional engineering contract for construction inspection and support services for (1) the Irwindale Park Gazebo Plaza Improvement Project and (2) the Replacement of Sewer Lift Station Piping in Charter Street Pump Station was awarded to Coory Engineering.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A
CONSIDERATION OF SOCCER ACTIVITY IN THE PARK
(Requested by Councilmember Ortiz)

Acting City Manager Carreon discussed the staff report.

COUNCILMEMBER ORTIZ

Councilmember Ortiz expressed his appreciation for the recommendation made by the Parks & Recreation Commission and said that this is a big step forward for Irwindale Parks. He also asked whether soccer would be allowed at the Skate Park and Irwindale Park, to which Acting City Manager Carreon advised that the Council has the option of restricting it to one park or allowing it in multiple parks. Councilmember Ortiz stated that he would like for it be allowed at other parks too.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz also expressed support for the recommendation made by the Commission. He expressed his preference that soccer be allowed for children under 18 years of age.
TERRY CHICO

Terry Chico suggested also opening the park to Little League and any other sport.

COUNCILMEMBER MIRANDA

Councilmember Miranda also preferred the same option and suggested opening the sport in a more "informal" way for smaller parks since those parks are not large enough to hold formal practices. He also thanked Councilmember Ortiz for bringing this matter up for discussion.

MOTION

A motion was made by Councilmember Ortiz, seconded by Councilmember Ambriz, to amend the municipal code to allow for recreational soccer activity for participants under the age of 18, with the following tentative stipulations and restrictions:

A) Any soccer use is restricted to informal soccer practice only
B) Soccer practice shall be restricted to specific designated areas (i.e. softball fields)
C) No scheduling of formal or practice soccer games allowed
D) Participants shall not bring large equipment/goal posts on city property. Allowed equipment shall be restricted to small items such as soccer balls, cones, etc.
E) Organized groups planning regular use of the park for soccer practice must submit a Facility Use Application:
   I) Standard use fees will apply, similar to fees required for use of the softball fields.
   II) Must obtain Certificate of Insurance for liability coverage.
   III) A deposit shall be required to cover damages related to turf preservation, as well as staff time for any additional repairs and maintenance required. Amount of deposit to be determined at a later date.

The motion was unanimously approved; Mayor Breceda absent.

ITEM NO. 2B
CITY OF IRWINDALE AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION

DIRECTOR TAM

Director Tam discussed the staff report.

VICE CHAIR GARCIA

Vice Chair Garcia noted that some doors that ingress into city facilities do not have handicap buttons on either the exterior or the interior of the buildings and said that this is something that is absolutely necessary. Also, walkway lighting is paramount. He said that managers need to ensure that they are inspecting their areas to ensure ingress and egress and to make sure that the areas are well-lit.
Director Tam advised that staff will work with each department head to develop an implementation schedule for the work.

Councilmember Miranda asked whether there were funds available from the 13/14 fiscal year for this project, to which Director Tam advised that staff does not have any funding this year to address the identified improvements. He noted that staff still must prepare a couple more staff reports in order to address the requirements by the JPIA. Once those reports are completed, if there is any funding left in the budget to address this particular item, staff will do so as long as it fits into the existing budget. The goal is to work out a three year program to try to address the issues.

Councilmember Ortiz asked where the funding would come from, to which Director Tam stated that he would work closely with the City Manager’s Office and the Finance Department to identify available funding. He added that the amount of progress that can be made on the project depends on the availability of funding.

City Attorney Galante noted that the recommendation is for the Council to consider this through the budget process and allocate the amount of funding available.

Resolution No. 2015-04-2733, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE CITY OF IRWINDALE AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN,” was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Miranda, seconded by Councilmember Ortiz, and unanimously approved; Mayor Breceda absent, and staff was directed to develop an implementation schedule for the construction of the recommended ADA improvements as identified in the Transition Plan.

None.

SITE PLAN AND DESIGN REVIEW PERMIT NO. 01-2014; TENTATIVE PARCEL MAP NO. 72864: A REQUEST TO SUBDIVIDE A 6.25 ACRE PARCEL INTO FOUR PARCELS AND ALLOW CONSTRUCTION AND OPERATION OF A LIGHT MANUFACTURING / DISTRIBUTION / WAREHOUSE PROJECT TOTALING APPROXIMATELY 139,000 SQUARE FEET. THE DEVELOPMENT WILL CONSIST OF FOUR BUILDINGS ON FOUR SEPARATE PARCELS AT 16203 – 16233 ARROW HIGHWAY
OPERATION OF A LIGHT MANUFACTURING / DISTRIBUTION / WAREHOUSE PROJECT TOTALING APPROXIMATELY 139,000 SQUARE FEET

CITY ATTORNEY GALANTE

City Attorney Galante noted that this is a joint public hearing matter with the Housing Authority.

SENIOR PLANNER KELLY

Senior Planner Kelly discussed the staff report.

COUNCILMEMBER ORTIZ

Responding to several questions by Councilmember Ortiz, Mark Payne, of Panattoni Development, noted that: 1) more arches were requested and were therefore included in the design; 2) the architect that worked on this project did not feel that curvature at the top of the buildings would suit this project; 3) showed a presentation that demonstrated the proposed improvements along the area, which would feature a landscaping buffer, river rock, and a wall; 4) and that his company can work with city staff to determine an appropriate and meaningful plaque for those that worked on the rock church.

COUNCILMEMBER MIRANDA

Councilmember Miranda asked about the proposed setback, to which Mr. Payne stated that increasing the size of the setback would pose an economic hardship for his company. However, the building heights can be lowered to make them less dramatic and impactful to residents. He noted that the smaller building, the one close to the residents on Morada Street, was lowered from 35 feet to 27.5 feet. Also, palm trees were added to the design. He said that these efforts were made to show that he is trying to cooperate and work with the community. He noted that the designs meet all of Irwindale’s codes. Also, he noted that the current setback measures 20 feet, as per code requirements. The proposed wall will have decorative rock on both sides.

OPEN PUBLIC HEARING

At 7:34 p.m., Mayor Breceda opened the public hearing.

AL CONTRERAS

Responding to a question by Al Contreras, Mr. Payne advised that there will be a sidewalk in front of the development. Mr. Contreras suggested installing drought-tolerant plants.

ROBERT DIAZ

Robert Diaz, speaking on behalf of his aunt, opposed the 20 foot setback. He said that lowering the building would not make much of a difference. He spoke on the proposed wall, on water runoff, and suggested “downzoning” the area to M1 to provide better protection.
to residents. He also suggested developing the lots to the far west so that the buildings would not be placed near resident properties or the Catholic Church.

ROBERT ESCOBEDO  Robert Escobedo, Morada Street resident, also expressed concerns over the proposed setback. He said that he would not be able to "live with what" the developer has proposed.

MARTA MCBRIDE  Marta McBride stated her opinion that the changes the developer has presented are minimal and that their main concern, the setback, was not changed at all. She added that she does not believe that the setback cannot be altered and that the residents, not the developer, have a lasting interest in how this property is developed. She suggested that the public hearing be left open so that staff can continue working with the developer to make the changes that the residents prefer.

MOTION  A motion was made by Mayor Pro Tem Garcia, seconded by Councilmember Ambriz, to leave the public hearing open and continue it to February 25, 2015. The motion was unanimously approved.

CITY MANAGER'S REPORT  No report available.

ADJOURNMENT  There being no further business to conduct, the meeting was adjourned at 7:51 p.m.

Laura M. Nieto, CMC
Deputy City Clerk
ORDINANCE NO. 692

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AMENDING CHAPTER 9.16 OF TITLE 9 OF THE CITY OF IRWINDALE
MUNICIPAL CODE TO PERMIT SOCCER ACTIVITIES IN PUBLIC PARKS
SUBJECT TO LIMITATIONS

A. RECITALS

(i) The City of Irwindale is authorized by Article XI, Section 5 and Section 7 of the California Constitution to exercise the police power of the State by adopting regulations to promote public health, public safety, and general prosperity.

(ii) By this ordinance, the City Council of the City of Irwindale desires to permit soccer activities in all public parks in the City subject to limitations.

(iii) All legal prerequisites to the adoption of this ordinance have occurred.

B. ORDINANCE

NOW, THEREFORE, the City Council of the City of Irwindale does hereby ordain as follows:

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

Section 2. Subsection Q of Section 9.16.020 of Chapter 9.16 of Title 9 of the Irwindale Municipal Code is hereby amended to delete the term “soccer” and shall now read as follows:

Section 9.16.020 – Prohibited Activities.

Within the limits of any of the parks or public places of the city, it is unlawful for any person or persons to do any of the following acts:

Q. To play, engage in or participate in any game such as hockey, rugby, cricket, football or other team games involving competitive body contact (excluding baseball) except where and when specifically authorized at designated facilities by the recreation director.

Section 3. Section 9.16.050 is hereby added to Chapter 9.16 of Title 9 of the Irwindale Municipal Code and shall read as follows:

Section 9.16.050 - Soccer in Parks.

Recreational soccer activity shall be permitted in all City parks subject to each of the following:

A. Participants shall be under the age of eighteen (18).
B. Recreational soccer activity shall be limited to informal soccer practice only.
C. No practice soccer games or formal soccer games shall be permitted.
D. No person shall bring large equipment/goal posts onto City property. Permissible equipment shall be restricted to small items such as soccer balls, cones, etc.
E. Organized groups planning to regularly use City parks for soccer practice must submit, and receive approval of, a Facility Use Application by the City. Approval of the Facility Use Application shall include conditions for approval including, but not limited to, fees for use of the park, insurance, and a deposit to cover damages.

Section 4. The City Council finds the introduction and adoption of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential to have a significant effect on the environment.

Section 5. 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.

Section 6. The City Clerk shall certify to the passage and adoption of this ordinance by the City Council of the City of Irwindale and shall cause a summary of this ordinance to be published in accordance with Government Code Section 36933, in a newspaper of general circulation which is hereby designated for that purpose, and this ordinance shall take effect thirty (30) days after its passage.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 10th day of June, 2015.

Mark A. Breceda, Mayor

ATTEST:

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 692 was duly introduced at the regular City Council meeting of May 27, 2015 and adopted waiving further reading thereof at a regular meeting held on the____ day of June, 2015 by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

________________________________________
Laura M. Nieto, CMC
Deputy City Clerk

AFFIDAVIT OF POSTING
I, Laura M. Nieto, Deputy City Clerk, certify that I caused a copy of Ordinance No. 692, adopted by the City Council of the City of Irwindale at its regular meeting held __________, to be posted at the City Hall, Library, and Post Office on _____________.

________________________________________
Laura M. Nieto, CMC
Deputy City Clerk
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, Julian A. Miranda, H. Manuel Ortiz; Mayor Mark A. Breceda

Absent: Mayor Pro Tem Manuel R. Garcia

Also present: Eva Carreon, Acting City Manager / Director of Finance; Fred Galante, City Attorney; Anthony Miranda, Chief of Police; William Tam, Director of Public Works/City Engineer; Gus Romo, Director of Community Development; Elvie Balderrama, Human Resources Manager; and Laura Nieto, Deputy City Clerk

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

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

Property: 2200 Arrow Highway
Negotiating Parties: Athens
Under Negotiation: Price and terms

ACTION: Update provided; no further reportable action taken

RECONVENE IN OPEN SESSION At 7:31 p.m., the City Council reconvened in Open Session.

SPONTANEOUS COMMUNICATIONS

MARGARITA VARGAS Margarita Vargas, a Director for the Valley County Water District, invited all to attend a meeting the board will hold on May 26 at the Irwindale Council Chambers.

CONSENT CALENDAR

MOTION A motion was made by Councilmember Ortiz, seconded by Councilmember Miranda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Mayor Pro Tem Garcia absent.
ITEM NO. 1A1 MINUTES

The following minutes were approved as presented:

1) Regular meeting held April 22, 2015

ITEM NO. 1B WARRANTS

The warrants were approved

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:34 p.m.

Laura M. Nieto, CMC
Deputy City Clerk
Accounts Payable

Checks by Date - Summary By Check Number

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

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Report Total: 3,792.18
Accounts Payable

Checks by Date - Summary By Check Number

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

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Report Total: 823.00
The Irwindale HOUSING AUTHORITY met in regular session at the above time and place.

ROLL CALL: Present: Authority Members Albert F. Ambriz, Julian A. Miranda, H. Manuel Ortiz; Chair Mark A. Breceda

Absent: Vice Chair Manuel R. Garcia

Also present: Eva Carreon, Acting Executive Director / Finance Director; Fred Galante, Authority Attorney; Anthony Miranda, Chief of Police; William Tam, Director of Public Works; Gus Romo, Director of Community Development; Elvie Balderrama, Human Resources Manager; and Laura Nieto, Assistant Authority Secretary

RECESS TO CLOSED SESSION At 5:30 p.m., the Housing Authority recessed to Closed Session to discuss the following:

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

Property: 16203-33 Arrow Highway
Negotiating Parties: Housing Authority and Panattoni Development
Under Negotiation: Price and terms of sale

ACTION: Update provided; no further reportable action taken

RECONVERSE IN OPEN SESSION At 7:34 p.m., the Housing Authority reconvened in Open Session.

SPONTANEOUS COMMUNICATIONS There were no speakers.

CONSENT CALENDAR

MOTION A motion was made by Authority Member Ambriz, seconded by Authority Member Miranda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Vice Chair Garcia absent.

ITEM NO. 1A MINUTES The following minutes were approved as presented

1) Regular meeting held April 22, 2015

END OF CONSENT CALENDAR
ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:35 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary