AGENDA FOR THE REGULAR MEETING OF THE
CITY COUNCIL
SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY
HOUSING AUTHORITY

JUNE 28, 2017

5:30 P.M. - CLOSED SESSION
6:30 P.M. - OPEN SESSION

IRWINDALE 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).
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 Legal Counsel – Threat of Litigation**

Threat of Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9

Number of cases: One

Conflict of Interest: None

2. **Conference with Real Property Negotiators**

Pursuant to California Government Code Section 54956.8

A) **Property:** 16000 - 16036 Arrow Highway
   
   **Negotiating Parties:** Charles Roh
   
   **Under Negotiation:** Price and terms of sale

B) **Property:** United Rock Pit No. 3
   
   **Negotiating Parties:** Fred Galante & William Tam (City, Irwindale Reclamation Authority and United Rock Products)
   
   **Under Negotiation:** Price and terms of acquisition

C) **Property:** 4820 Baca Avenue
   
   **Negotiating Parties:** Dolores Barbosa
   
   **Under Negotiation:** Affordable Housing Agreement and Declaration of Covenants and Restrictions

   **Conflict of Interest:** Burrola

D) **Property:** 16024 Calle de Paseo
   
   **Negotiating Parties:** Dolores Barbosa
   
   **Under Negotiation:** Affordable Housing Agreement and Declaration of Covenants and Restrictions

   **Conflict of Interest:** Ambriz and Garcia

3. **Conference with Labor Negotiator**

Pursuant to California Government Code Section 54957.6

**Agency Designated Representatives:** Colin Tanner, Labor Counsel

**Employee Organizations:** IMEA, ICEA, IPOA
4. Public Employee Performance Evaluation
   Pursuant to California Government Code Section 54957

   Title: City Manager

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

   Case Name: Casimiro v. City of Irwindale
   Case Number: CWC File: 1924553; Court File: 2:16-CV-03454 SVW (JPRx)

ADJOURN

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

D. ROLL CALL: Councilmembers: Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz; 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
   1. Administration of Oath of Office to Chief Henshaw

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS
   1. Presentation to Chamber of Commerce Business of the Month – SCE Federal Credit Union
   2. Southern California Council of Governments – GIS Intern Pilot Program
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. Special meeting held May 16, 2017
2. Regular meeting held May 24, 2017

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Proposed End-of-Year Closure of City Facilities for 2017

Recommendation: Approve the closure of some City facilities during the period December 24, 2017 through and including January 6, 2018, and authorize the City Manager to implement said closure.

D. Cancellation of November 22, 2017 and December 27, 2017 City Council Meetings

Recommendation: Approve cancellation of the regular City Council (and its agencies) meetings scheduled for November 22, 2017 and December 27, 2017.

E. Approval of a New Development Services Director / City Engineer Classification and Associated Job Specification

Recommendation: Adopt Resolution No. 2017-41-2939 which would: (1) approve the creation of a new Development Services Director / City Engineer classification job
specification; and (2) approve freezing of the Public Works Director / City Engineer and Community Development Director classifications.

2. NEW BUSINESS

A. 2nd Reading of Budget Ordinance


B. Employment Agreement – Development Services Director / City Engineer

Recommendation: Authorize the execution of the Development Services Director / City Engineer Employment Agreement between the City of Irwindale and William Tam with an effective date of July 1, 2017.

C. Olive Pit Excavation Project - 2017 Second Quarter Progress Report

Recommendation: Receive the verbal presentation report provided and file the report.

3. PUBLIC HEARINGS

A. Site Plan & Design Review (DA) Permit No. 01-2017: A Request by Kevin Barry, Irish Commercial, on behalf of Wendy’s, to Construct a ± 2,613 Fast-Food Restaurant with Drive-Thru Located at 15768 Arrow Highway, Irwindale, CA 91706 in the C-2 (Heavy Commercial) Zone Conflict of Interest: Breceda

Recommendation: Concur with the Planning Commission’s recommendation and adopt Resolution No. 2017-32-2930 approving Site Plan & Design Review (DA) Permit No. 01-2017 subject to the attendant conditions of approval (refer to June 14, 2017 City Council agenda report.)

B. A Resolution of the City Council of the City of Irwindale Naming the Community Center at 16102 Arrow Highway

Recommendation: Open and close the public hearing.

4. CITY MANAGER’S REPORT

5. 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 24, 2017

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. Special joint meeting held May 16, 2017
2. Regular meeting held May 24, 2017
3. Special meeting held June 7, 2017
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 June 28, 2017 be posted at the City Hall, Library, and Post Office on June 22, 2017.

Laura M. Nieto, CMC
Laura M. Nieto, CMC
Deputy City Clerk
IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

MAY 16, 2017
TUESDAY
6:00 P.M.

The Irwindale CITY COUNCIL, HOUSING AUTHORITY, JOINT POWERS AUTHORITY, AND RECLAMATION AUTHORITY met in special joint session at the above time and place.

ROLL CALL:
Present: Council/Authority members Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem/Vice Chair Albert F. Ambriz; Mayor/Chair Mark A. Breceda

Also present: John Davidson, City Manager/Executive Director; Adrian Guerra, Assistant City/Authority Attorney; William Tam, Director of Public Works/City Engineer; Anthony Miranda, Police Chief; Eva Carreon, Director of Finance; Gus Romo, Director of Community Development; Mary Hull, Human Resources Manager, and Laura Nieto, Deputy City Clerk/Assistant Authority Secretary

SPONTANEOUS COMMUNICATIONS
There were no speakers.

NEW BUSINESS

ITEM NO. 1A
2017-2018 BUDGET WORKSHOP

FISCAL YEAR 2017-2018 BUDGET WORKSHOP

DIRECTOR CARREON
Director Carreon made a PowerPoint presentation that included the preliminary figures for the 2017/18 budget, revenues/expenditures prior to budget requests, and budget requests provided by departments to add to the budget. After the Council provides direction on which items to approve or deny, the presentation will continue with a revised budget summary and fund balance, pending and upcoming budget impacts (including PERS rates, the class and compensation study, and labor negotiations), and future projections on fund balances based on said impacts.

COUNCILMEMBER BURROLA
Councilmember Burrola asked whether there will be capital one-time funding available next year, to which Director Carreon advised that it would depend on which projects come up. She expressed her hope that such projects would generate funding due to building and plan-check revenues.

COUNCILMEMBER ORTIZ
Responding to a question by Councilmember Ortiz, Director Carreon advised that the deficit as delineated in the presentation does not include any changes in staff positions and the costs these would incur.
COUNCILMEMBER 
GARCIA
Councilmember Garcia asked clarifying questions about certain work positions, to which Director Carreon advised that some positions are currently frozen. Also, it has been administratively decided to include some of the departments’ requests into the budget, while others were denied. However, the Council is ultimately may approve requests that were declined administratively.

CITY MANAGER 
DAVIDSON
City Manager Davidson added that some departments may also request to remove their special requests due to changes in circumstances.

COUNCILMEMBER 
ORTIZ
Responding to a question by Councilmember Ortiz, Director Carreon advised that the projected deficit would increase with each additional department request that is approved by the Council.

COUNCILMEMBER 
BURROLA
Councilmember Burrola commented on aging infrastructure and equipment, to which Director Carreon stated that many buildings and pieces of equipment require regular, ongoing maintenance, and that the timely replacement of such equipment has been deferred to the point that it now costs more to repair them than to replace them.

MAYOR PRO TEM 
AMBRIZ
Responding to a comment by Mayor Pro Tem Ambriz, Director Carreon indicated that unused amounts for maintenance have been carried forward from last year.

COUNCILMEMBER 
ORTIZ
Councilmember Ortiz asked whether it is necessary to provide funding for an additional Senior Center staff member to attend the CPRS conference, City Manager Davidson spoke on the benefits of having an additional person attend. He also clarified that two staff members attended the conference this year since additional funding was found to fund the second staffer’s attendance; usually, only one staff member attends.

SUZANNE GOMEZ
Suzanne Gomez spoke on the Council’s authority to approve budget requests, and asked about funding the contract with Gonsalves & Son as lobbyists, to which City Manager Davidson advised that the firm has previously assisted the city with the state audit. Additionally, the public relations firm was previously hired to assist with issues relating to Huy Fong and the state audit. However, after reviewing the material that the public relations firm provided, staff decided that the work it can produce would be superior, though it may be decided later to retain a firm to assist with the upcoming Material Recovery Facility project.
MOTION
A motion was made by Mayor Breceda, seconded by Mayor Pro Tem Ambriz, to recommend approval of staff’s operating budget requests, as delineated in the PowerPoint presentation, at the budget public hearing scheduled for June 14, 2017, with Councilmember Garcia, Mayor Pro Tem Ambriz, and Mayor Breceda voting in favor of retaining the lobbying services of Gonsalves & Sons, Councilmember Ortiz voting in favor of all except retaining Gonsalves & Sons. The motion was approved.

COUNCILMEMBER GARCIA
Responding to a question by Councilmember Garcia, Deputy City Clerk Nieto advised that the records management system that the city currently utilizes is no longer being supported by the company that produced it. The program’s server also is outdated. The program being proposed for purchase will likely be supported for many years to come. She added that the data contained in the old server will be migrated to the new one by BreaIT, to which Councilmember Garcia suggested soliciting bids for IT services.

COUNCILMEMBER BURROLA
Councilmember Burrola asked about the proposed purchase of a new phone system, to which Housing Coordinator Olivares advised that the current phone system is 18 years old, antiquated, and is cost-prohibitive to maintain. Also, the desktop phones are refurbished and cannot be repaired if necessary. The necessary infrastructure for the proposed phone system, which would use “voice over internet protocol” is already in place.

COUNCILMEMBER GARCIA
Councilmember Garcia suggested that perhaps some IT service costs can potentially offset the costs of the new phone system, to which Housing Coordinator Olivares indicated that IT services will be sent out for RFP’s since the upcoming fiscal year is the last under contract with BreaIT. She noted that BreaIT has not increased its fee structure for the past five years, so she is unsure whether the city would be able to achieve any savings when locating and securing a contract with the same or a new vendor for IT services.

Councilmember Garcia then asked how the new system would affect payouts to employees for cell phone use, to which Housing Coordinator clarified that the new phone system would be for use while at the office; cell phones would be used while away from the office. However, any potential savings can be analyzed.

COUNCILMEMBER ORTIZ
Responding to a question by Councilmember Ortiz, Housing Coordinator Olivares advised that a new greeting would be recorded for the new phone system.

COUNCILMEMBER BURROLA
Councilmember Burrola asked about the replacement of police vehicles, to which Chief Miranda advised that the city does not have a vehicle replacement policy since it would be cost-prohibitive. Staff maintains the vehicles as best it can until they reach a point where it is cost-prohibitive to continue using the vehicles.
<table>
<thead>
<tr>
<th><strong>MAYOR PRO TEM AMBRIZ</strong></th>
<th>Responding to a question by Mayor Pro Tem Ambriz, Chief Miranda advised that COPS funds cannot currently be used to purchase a new vehicle since the funds are being held for potential emergencies that could arise.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MAYOR BRECEDA</strong></td>
<td>Mayor Breceda asked about necessary repairs at the rock church, to which Director Tam advised that the roof needs to be repaired, the windows are deteriorated, the side of the building needs to be maintained to drive away water, the interior walls need repairs and will need to be repainted.</td>
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<td><strong>MOTION</strong></td>
<td>A motion was made by Mayor Breceda, seconded by Mayor Pro Tem Ambriz, to recommend approval of staff’s capital requests, as delineated in the PowerPoint presentation, at the budget public hearing scheduled for June 14, 2017. The motion was unanimously approved.</td>
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<td><strong>MAYOR BRECEDA</strong></td>
<td>Mayor Breceda spoke in favor of approving an Assistant City Manager position, noting that the city ran into a predicament during the time that the City Manager was unavailable. He stated that the Chief of Police needs somebody to be a “second in command”, and that the city needs one also.</td>
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<td><strong>DIRECTOR CARREON</strong></td>
<td>Director Carreon clarified that a new position is not being added, and explained the costs associated with approving the unfreezing of the Assistant City Manager position.</td>
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<td><strong>MAYOR PRO TEM AMBRIZ</strong></td>
<td>Mayor Pro Tem Ambriz asked about the duties that the Housing Coordinator currently performs, to which Director Carreon advised that the same person would perform these duties as well as the Assistant City Manager duties.</td>
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<td><strong>COUNCILMEMBER ORTIZ</strong></td>
<td>Councilmember Ortiz asked about the differences between the Assistant City Manager and the Assistant to the City Manager positions, to which Director Carreon advised that the duties of the respective positions are delineated in the Class and Compensation study.</td>
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<td><strong>CITY MANAGER DAVIDSON</strong></td>
<td>City Manager Davidson added that, as City Manager, he has asked for a reduction in staff members who report directly to him, from 12 to about five or six, ideally. He advised that, when the former Assistant City Manager retired, many of her duties were picked up by the Housing Coordinator.</td>
</tr>
</tbody>
</table>
| **COUNCILMEMBER ORTIZ**  | Councilmember Ortiz noted that the city decided in 2013 that it was not in a position financially to fund the Assistant City Manager position, and asked whether the city is in a position financially now to justify the unfreezing of the position, to which City Manager Davidson briefly discussed the costs of the position, and added that the Housing Coordinator knows the community, the organization,
and the residents, and would make a wonderful transition to the Assistant City Manager position. However, the Council may decide to discuss this position at a time when it is more financially palatable.

Councilmember Ortiz suggested approving the Assistant to the City Manager position and give it some time to see how it works out, to which City Manager Davidson indicated that the Assistant to the City Manager position would not resolve the issue with the direct reports. He also noted that the Assistant City Manager and Assistant to the City Manager positions are vastly different.

**MAYOR BRECEDA**
Mayor Breceda spoke in support of approving the unfreezing of the Assistant City Manager position, and recommended appointing the current Housing Coordinator to this position. He said he has observed her role in important city issues and noted that some costs would be absorbed by special mining tax and housing funds.

**MAYOR PRO TEM AMBRIZ**
Mayor Pro Tem Ambriz also spoke in support of unfreezing the Assistant City Manager position.

**COUNCILMEMBER BURROLA**
Councilmember Burrola stated his opinion that the city has done very well without an Assistant City Manager for four years, and, noting the city's current financial situation, spoke against unfreezing the position until the PERS situation is under control.

**COUNCILMEMBER ORTIZ**
Councilmember Ortiz stated that he is not ready to unfreeze the position.

**COUNCILMEMBER GARCIA**
Responding to a question by Councilmember Garcia, Assistant City Attorney Guerra advised the Council to avoid referring to specific individuals during these discussions.

**DIRECTOR CARREON**
Director Carreon continued her presentation and discussed the request for the reclassification of one of the part-time Recreational Aide/Assistant Pool Manager positions to a permanent part-time Departmental Aide. She noted that the goal is for this position to be available to assist other departments, such as the Senior Center.

**MAYOR PRO TEM AMBRIZ**
Mayor Pro Tem Ambriz spoke in support of the proposed reclassification.

**COUNCILMEMBER BURROLA**
Responding to several questions by Councilmember Burrola, Director Carreon advised that the proposed reclassification has not been included in past budget requests, though she noted that the Council has discussed it previously. She added that the reclassification would include benefits for the employee.

**DIRECTOR CARREON**
Director Carreon continued with her presentation and discussed the proposed reclassification of HR Technician to Senior HR Analyst, as
well as the proposed Finance Technician position, which should provide the Finance Department with support to pursue additional projects, which could bring revenue to the city.

MAYOR PRO TEM AMBRIZ

Mayor Pro Tem Ambriz noted that the Council has previously approved a part-time position for the Finance Department. He also spoke in support of the reclassification to Senior HR Analyst.

COUNCILMEMBER ORTIZ

Councilmember Ortiz asked whether the proposed Finance Technician position would be opened to the public for applications, to which Director Carreon suggested that it would be appropriate to do an in-house promotion since there are minimum requirements that the position would require. If, for any reason, in-house employees do not meet the requirements, then it would go out to the public.

COUNCILMEMBER GARCIA

Councilmember Garcia asked whether the Finance Technician’s duties would include grant writing, to which Director Carreon indicated that the HR Manager is the grants administrator and works with the various departments to ensure they meet requirements for grants. Also, the Finance Analyst is currently performing the tasks of the Finance Technician’s duties, which prevents her from learning and developing grants.

COUNCILMEMBER BURROLA

Councilmember Burrola questioned the need to approve these reclassifications at this time, noting that these approvals would cause the city to incur more costs, to which Director Carreon stated that staff feels they merit consideration by the Council. Councilmember Burrola reiterated that he would like to review the city’s complete financial situation before considering these requests.

MAYOR BRECEDA

Mayor Breceda stated that he is also concerned about rising PERS rates, and stated that these types of unforeseen circumstances are the reasons why the city has an established reserve fund. He noted that city employees have tightened their belts for many years and that now that the city is doing better financially, it is time to compensate staff, or risk losing them to other cities.

COUNCILMEMBER BURROLA

Councilmember Burrola noted that the reserve fund can be depleted quickly if the Council is not careful.

MAYOR PRO TEM AMBRIZ

Mayor Pro Tem Ambriz expressed his confidence in the city’s ability to survive its financial challenges.

CITY MANAGER DAVIDSON

City Manager Davidson noted that many city positions do not currently have job descriptions and advised that perhaps their current titles do not accurately reflect their current duties. He stated that staff will return to the Council to discuss the extent that the recommendations made in the study will be implemented.
Responding to a question by Councilmember Burrola regarding the proposed Maintenance Worker II position, Director Carreon advised that the Public Works Director feels that the duties and experience of the proposed position warrants the reclassification.

Councilmember Burrola suggested that all employees have the opportunity to apply for this reclassification, to which Director Tam stated that this position would be subject to the meet-and-confer process with the appropriate employee bargaining unit. He spoke on how the reclassification would be financed, the differences between this position and Maintenance Worker I, and noted the department’s intent to establish a maintenance unit which will focus on a heavily trafficked, mining-impacted area.

Councilmember Burrola asked how one would advance from a Maintenance Worker I position to a II, to which Director Tam advised that employees would gradually be given more complex assignments, such as those related to infrastructure maintenance. After several years, the employee’s supervisor would determine whether the employee can be promoted to the Maintenance Worker II position. He reiterated that the position would still need to go through the meet-and-confer process, but staff hopes that an employee’s potential promotion would be subject to the Director of Public Works and the Public Works Supervisor.

Responding to an additional question by Councilmember Burrola, Director Tam noted that there are currently zero Maintenance Worker II position vacancies. However, staff is trying to allow for employees’ growth within the department in order to retain the skilled, experienced workers.

Responding to a question by Councilmember Garcia, Assistant City Attorney Guerra advised that Council’s action tonight pertains to the budgeting for the potential position reclassifications/changes.

Responding to a question by Councilmember Ortiz, Director Tam advised that no new positions were being requested.

Councilmember Garcia stated his preference that all employees receive something rather than just a few employees, to which City Manager Davidson indicated that the Council has two opportunities to address compensation for employees: one being through the class and compensation study. He noted that some employees are being paid above the range suggested in the study, and that these employees would probably not receive any adjustment to their pay. The second opportunity comes through labor negotiations, which would impact all three employee bargaining units.

Councilmember Garcia noted that the classification and compensation study was received and filed.
MOTION

A motion was made by Mayor Breceda, seconded by Mayor Pro Tem Ambriz, to recommend approval of staff's personnel requests, as delineated in the PowerPoint presentation, at the budget public hearing scheduled for June 14, 2017.

COUNCILMEMBER BURROLA

Councilmember Burrola requested to find out more information about the coming raise in PERS rates before voting on this matter.

ROLL CALL

The above-mentioned motion was approved, with Councilmember Burrola opposed, Councilmember Ortiz abstaining, and all others voting in favor.

FRED BARBOSA

Fred Barbosa stated his opinion that there exists an inequity in compensations between resident employees versus non-resident employees. He suggested giving raises to non-resident employees to bring them up to resident employee levels.

DIRECTOR CARREON

Director Carreon continued her presentation. She advised that the city has deferred the purchase of capital equipment to the point where some of the old equipment requires too much maintenance and is not worth keeping. Part of the necessary replacement include two heavy-duty trucks for the Public Works Department. Staff is also requesting that $30,000 be added to the Olive Pit fund, which is necessary to maintain the property. Staff that operates out of the pit needs a heavy-duty vehicle to move about. Also, a block wall needs to be installed; staff is requesting an additional $282,500 for the wall.

COUNCILMEMBER GARCIA

Councilmember Garcia suggested also purchasing vehicles for the Recreation Department.

DIRECTOR TAM

Director Tam noted the current state and age of the vehicles currently being used by staff, and noted that the staff that operates out of the pit needs a four-wheel vehicle to climb into and out of the pit.

MOTION

A motion was made by Mayor Breceda, seconded by Mayor Pro Tem Ambriz, to recommend approval of staff's budget requests for other funds, as delineated in the PowerPoint presentation, at the budget public hearing scheduled for June 14, 2017. The motion was unanimously approved; Councilmember Ortiz abstaining.

MAYOR BRECEDA

Responding to a question by Mayor Breceda, Public Works Maintenance Supervisor Rodriguez noted that the Public Works vehicles being used at the parks are about 15 years old.

COUNCILMEMBER BURROLA

Responding to several questions by Councilmember Burrola, Director Carreon advised that PERS has provided an estimate for the next seven years, while PARS has indicated the interest rates for the next two years.
Councilmember Burrola stated that the city will really feel a financial strain in a few years due to these increases, to which Director Carreon advised that PERS has sent this information this far in advance so that cities can prepare for it.

COUNCILMEMBER GARCIA

Replying to a request by Councilmember Garcia, Director Carreon discussed the estimated financial impact of the rate increases, which are estimated to be about $2 million cumulatively. She added that any decisions made regarding employee positions would also impact those numbers.

COUNCILMEMBER BURROLA

Responding to a comment by Councilmember Burrola, Mayor Breceda predicted that many cities can claim bankruptcies in a few years. He expressed his hope that the state government would step in and help address these rate increases.

MAYOR PRO TEM AMBRIZ

As requested by Mayor Pro Tem Ambriz, City Manager Davidson advised that the city has many future developments in sight, such as the Kincaid, Vulcan, and Reliance pits. He stressed the need to act cautiously in light of the upcoming expenses.

COUNCILMEMBER ORTIZ

As requested by Councilmember Ortiz, City Manager Davidson stated that staff will bring forward short-term and long-term plans for Council consideration.

Responding to a question by Councilmember Ortiz, Director Carreon advised that it would cost the city approximately $1 million per year should the Council approve the salary increases suggested in the classification and compensation study.

MARLENE CARNEY

Marlene Carney stated that the city has the potential of increasing revenue through its availability of land.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:28 p.m.

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 Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz;

Absent: Mayor Mark A. Breceda

Also present: John Davidson, City Manager; Fred Galante, City Attorney; William Tam, Director of Public Works / City Engineer; Anthony Miranda, Police Chief; Eva Carreon, Director of Finance; Gus Romo, Director of Community Development; Mary Hull, 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: 15990 Foothill Boulevard (Vulcan Reliance II)
Negotiating Parties: Vulcan Materials & City of Irwindale
Under Negotiation: Price and terms of sale

ACTION: Discussed acquisition of portion of the site, direction provided; no further reportable action taken.

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

Case Name: Jane Doe CB v. City of Irwindale
Case Number: BC 578440

ACTION: Update provided by Scott Grossberg (JPIA counsel); no further reportable action taken.

Case Name: Jane Doe CR v. City of Irwindale
Case Number: BC 623450

ACTION: Update provided by Scott Grossberg (JPIA counsel); no further reportable action taken.

Case Name: Jane Doe CV and Jane Doe CA v. City of Irwindale
Case Number: BC 660422

ACTION: Update provided by Scott Grossberg (JPIA counsel); no further reportable action taken.
Case Name: Casimiro v. City of Irwindale
Case Number: 2:16-CV-03454 SVW (JPRx)

ACTION: Update provided by Scott Grossberg (JPIA counsel); no further reportable action taken.

RECONVENE IN OPEN SESSION
At 6:41 p.m., the City Council reconvened in Open Session.

CHANGES TO THE AGENDA
None.

COUNCILMEMBER TRAVEL REPORTS

COUNCILMEMBER BURROLA
Councilmember Burrola reported on his attendance at the Contract Cities Association seminar, where rising PERS rates was a hot topic.

COUNCILMEMBER GARCIA AND MAYOR PRO TEM AMBRIZ
Councilmember Garcia and Mayor Pro Tem Ambriz also noted their attendance at the same seminar. Mayor Pro Tem Ambriz added that another topic of interest was marijuana use in the state.

ANNOUNCEMENTS
None.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS
None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

PRESENTATION TO CHAMBER OF COMMERCE BUSINESS OF THE MONTH – EMBASSY SUITES ARCADIA/PASADENA
The presentation was made.

PRESENTATION BY UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
The presentation was made.

Responding to a request by Councilmember Ortiz, Water District Director Al Contreras indicated that he can provide reports on water quality. He added that, though many people want to blame water for incidents of cancer, he has not seen anything that shows that the water is to blame.
SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Burrola, seconded by Councilmember Ortiz, 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 held May 10, 2017

ITEM NO. 1B

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C

AWARD OF CONTRACT FOR THE REPLACEMENT OF THE EXISTING FLOORING IN RECREATION OFFICE AND FOYER LOCATED NEXT TO THE ELEVATOR

The City Manager was authorized to enter into an agreement with ACE CD, Inc. in the amount of $53,160.00 for the replacement of the existing flooring in the Recreation Office and foyer located next to the elevator.

ITEM NO. 1D

APPROVAL OF PLANS & SPECIFICATIONS FOR THE CITY COUNCIL CHAMBER / CITY HALL / POLICE FACILITY ROOF REPLACEMENT AND HVAC UPGRADE IMPROVEMENT PROJECT

1) The project was approved and was found to be categorically exempt from the provisions of the California Environmental Quality Act; 2) the plans and specifications for the City Council Chamber / City Hall / Police Facility Roof Replacement and HVAC Upgrade Improvement Project was approved; and 3) staff was authorized to solicit bids for construction of the project.

ITEM NO. 1E

PROJECT ACCEPTANCE FOR IRWINDALE AVENUE RESURFACING FROM 1ST STREET TO FOOTHILL BOULEVARD PROJECT

1) The changes in the work were ratified and the improvements and maintenance responsibility for the constructed improvements of the Irwindale Avenue Resurfacing Project were accepted; 2) the final
construction contract amount of $467,831.68, was approved; 3) the final construction management / inspection and geotechnical contract amount of $78,232.50, was approved; 4) the City Clerk was authorized to record the Notice of Completion; and 5) the Finance Director was authorized to release the five percent (5%) retention amount for the construction project.

ITEM NO. 1G
APPROPRIATION OF ASSET FORFEITURE FUNDS

RESOLUTION NO. 2017-25-2923, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING FEDERAL AND STATE ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT," was adopted.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A
PROJECT UPDATE: 2016-2017 CAPITAL IMPROVEMENTS PROJECT

ENGINEERING AND MINING MANAGER
ROJAS

Responding to a question by Councilmember Ortiz, Director Tam advised that federal funding for the on/off ramp improvements at Live Oak/605 Freeway were originally going to apply to the design of the project. However, savings were realized during the design phase, so approval was requested to move funding to the construction phase. Additionally, funding for the two bridges has been secured.

COUNCILMEMBER
ORTIZ

Councilmember Garcia asked whether staff is asking utility companies to inspect their vaults to ensure that they are up to structural standards, to which Director Tam advised that the work within right-of-ways are required to be compacted per Public Works standards and all utilities are required to follow. Roads are normally checked and compacted. Sometimes there may be separation between the aggregate and asphalt that cause problems, but overall, they have been checked.
Councilmember Garcia noted that he is working on a project where some Edison vaults are being replaced prior to resurfacing, to which Director Tam advised that staff is working jointly with all utilities, and staff accommodates their schedules so that they can complete their work before the city work begins. After this, a moratorium is established to prohibit utility work within two years.

Manager Rojas added that, when resurfacing projects are underway, a geotechnical firm conducts on-site testing for asphalt plans, after which staff receives a compaction report.

Public Hearings

None.

City Manager's Report

City Manager Davidson advised that City Hall, the Recreation Department, and the Library will all be closed for Memorial Day, and advised that the senior softball game will need to be re-scheduled.

Adjournment

There being no further business to conduct, the meeting was adjourned at 7:24 p.m.

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

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**Printed:** 6/21/2017 - 9:20 AM

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Report Total: 396,660.09
### Electronic Payments

**June 2017**

**June 1 - 15, 2017**

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**Report Total:** 170,058.74
Date: June 28, 2017

To: Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: Proposed End-of-Year Closure of City Facilities for 2017

City Manager’s Recommendation:

That the City Council approve the closure of some City facilities during the period December 24, 2017 through and including January 6, 2018, and authorize the City Manager to implement said closure.

Analysis:

For the past nine years, the Council has authorized end-of-year closures; the closures have been for a period of one and one-half to two weeks. The closures have proven to be very successful. Employees have reacted positively to the extended time off, and because this time of year is historically very slow, we have not received any complaints from the public as a result of the closure. We are again proposing a two-week end-of-year closure from December 24, 2017 through and including January 6, 2018. The closure will require affected employees to use their leave accruals or take time off without pay if they do not have sufficient leave accruals. There are several reasons to favorably consider this closure:

- This time of year is historically a very slow time in most departments (both internally and externally) so the impact to public services is minimal;
- If the entire department is out during this slow period, there won’t be a backlog of work an employee typically faces upon return to work after a vacation;
- This could result in a savings to the City in that employees will take the time off using accrued leave, which reduces the City’s leave liability;
- There would be modest reduction in utilities expense, fuel and supplies consumption;
- This would enable employees in one- and two-person departments to take off at the same time without impacting service to the public.

It is proposed that all departments would close to the public with the exception of Police (Records and Administrative staff excluded) and Recreation. We are proposing that employees be offered the option to use accrued leave (comp time, floating holiday, vacation, or administrative leave) or take the time off with no pay. The holiday schedule in 2017 will require the use of 57.00 hours of leave
during the proposed closure period from December 24, 2017 through and including January 6, 2018. All departments and impacted bargaining units (IMEA and ICEA) have been consulted regarding this potential closure, as the MOU with these bargaining units provides that the City Manager and City Council may authorize the closure for a period not to exceed three (3) weeks. If approved, the City Manager would implement the closure after advance notification to all employees, residents, and other stakeholders. The City Manager may authorize, on a case-by-case basis, an employee to work during the closure to meet critical work deadlines or demands.

As in previous years, future decisions to close will be made on a year-to-year basis after consideration on impact to operations and the public, meeting with departments and bargaining units, and at the discretion of the City Manager.

**Fiscal Impact:** \( \text{[Initial of CFO]} \) No additional cost to the City; instead would most likely result in savings as mentioned above relating to utilities, fuel, accrued leave reduction, and other operating expenses.

**Legal Impact:** Approved electronically by City Attorney Galante (Initial of Legal Counsel)

**Prepared By/Contact Person:** Theresa Olivares, Housing Coordinator
**Phone:** (626) 430-2294

\[ \text{[Signature]} \]

John Davidson, City Manager
AGENDA REPORT

Date:       June 28, 2017
To:         Honorable Mayor and Council Members
From:       John Davidson, City Manager
Issue:      Cancellation of November 22, 2017 and December 27, 2017 City Council Meetings

City Manager’s Recommendation:

Approve cancellation of the regular City Council (and its agencies) meetings scheduled for November 22, 2017 and December 27, 2017.

Analysis:

Because the regularly scheduled second meetings in November and December fall during the holiday season (and City Hall may be closed to the public during the period December 24, 2017, returning January 6, 2018), it would be appropriate for Council to consider canceling the meetings of November 22, 2017, and December 27, 2017, as has been done in past years.

Fiscal Impact: [Initial of CFO] None

Legal Impact: [Initial of Legal Counsel] None

Prepared By/Contact Person: Laura Nieto, Deputy City Clerk
Phone: 430-2202

John Davidson, City Manager
Date: June 28, 2017

To: Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: Approval of a New Development Services Director/City Engineer Classification and Associated Job Specification

City Manager’s Recommendation:

That the City Council adopt Resolution No. 2017-41-2939 which would: (1) approve the creation of a new Development Services Director/City Engineer classification job specification; and (2) approve freezing of the Public Works Director/City Engineer and Community Development Director classifications.

Background and Analysis:

As previously reported, our former Community Development Director accepted a similar position with the City of Baldwin Park. The recent vacancy has allowed for the reevaluation of the entire development services effort and in particular, consideration of how a multi-departmental effort might be coordinated, managed and led.

Creating a new Development Services Department under one department head will refocus how the City currently manages the overall development services process. This new department will provide leadership of the multi-departmental effort and support the City’s mission statement of providing excellent public service and responsible leadership with honor and integrity for the comfort, safety, and convenience of the citizens, customers, and businesses seeking services. Combining both the Public Works/Engineering and Community Development Departments under one department head will also provide for greater operational efficiencies as well as a financial savings. At this time, it is not anticipated that any of the current programs or operations would change. All staff would remain where they are currently located.

The Development Services Director/City Engineer position will be designated as an at-will, unrepresented, FLSA-exempt, unclassified management position. This position will oversee two former City departments, the Public Works department and Community Development department, that were previously managed by two separate department heads. In recognition of the additional duties associated with the oversight of a City department consisting of the functions previously managed by two different department heads, the initial base salary for the position of Development Services/City Engineer will be $156,000. (This represents an increase of $22,589 over the current Public Works Director/City Engineer base salary of $133,411.)
Through separate action, Council will be presented with an employment agreement seeking approval to appoint William Tam, current Public Works Director/City Engineer, to the new Development Services Director/City Engineer classification. The Council’s appointment of Mr. Tam to the position of Development Services Director/City Engineer is contingent upon the City’s prior approval of this job classification.

**Fiscal Impact:**

Fiscal Impact: ☒ (Initial of CFO) None.

Legal Impact: Electronically Approved by City Attorney Galante (Initial of Legal Counsel)

**Prepared By/Contact Person:** Mary Hull, Human Resources Manager

**Phone:** (626) 430-2204

[Signature]

John Davidson, City Manager

**Attachments:** Resolution No. 2017-41-2939
RESOLUTION NO. 2017-41-2939

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING A DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
CLASSIFICATION AND ASSOCIATED CLASSIFICATION SPECIFICATION
AND FREEZING OF THE PUBLIC WORKS DIRECTOR/CITY ENGINEER AND
COMMUNITY DEVELOPMENT DIRECTOR CLASSIFICATIONS

WHEREAS, the recent vacancy of the Community Development Director position has
allowed for the reevaluation of the entire development services effort and in particular,
consideration of how a multi-departmental effort might be coordinated, managed and
lead; and

WHEREAS, creating a new Development Services Department under one department
head will refocus how the City currently manages the overall development services
process; and

WHEREAS, this new department will provide leadership of the multi-departmental effort
and support the City’s Mission statement of providing excellent public service and
responsible leadership with honor and integrity for the comfort, safety, and convenience of
the citizens, customers, and businesses seeking services; and

WHEREAS, combining both the Public Works/Engineering and Community
Development Departments under one department head will also provide for greater
operational efficiencies and financial savings to the City; and

WHEREAS, at this time, it is not anticipated that any of the current programs or
operations would change; and

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

SECTION 1. The foregoing recitals are true and correct and are incorporated by
reference herein.

SECTION 2. The City Council hereby approves the Development Services
Director/City Engineer classification as an at-will, unrepresented, FLSA-exempt,
unclassified management position. In recognition of the additional duties encompassed
within the Development Services Director/City Engineer classification beyond the Public
Works Director/City Engineer and Community Services Director classifications, the
initial base salary for the position of Development Services Director/City Engineer shall
be $156,000.00.

SECTION 3. The City Council hereby approves and adopts the job specification
for the Development Services Director/City Engineer classification that is attached
hereto as Exhibit A.
SECTION 4. The classifications of Public Works Director/City Engineer and Community Services Director are hereby frozen.

SECTION 5. This resolution shall be effective on July 1, 2017. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 28th day of June, 2017.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2017-41-2939 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 28th day of June 2017, by the following vote:

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

Laura M. Nieto, CMC
Deputy City Clerk
EXHIBIT “A” TO RESOLUTION 2017-41-2939

EXHIBIT “A”

[Development Services Director/City Engineer Job Specification on following pages]
EXHIBIT “A”

CITY OF IRWINDALE

DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION
Under general administrative direction, plans, directs, manages, and oversees the activities and operations of the Development Services Department including engineering, public works, environmental services, building and safety, planning, economic development, code enforcement and mining compliance programs, services, and activities; coordinates assigned activities with other departments and outside agencies; represents the City in a variety of meetings with the State Mining and Geology Board and the State Department of Conservation; and provides highly responsible and complex administrative support to the City Manager and City Council.

REPRESENTATIVE DUTIES
The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assumes full management responsibility for all Development Services Department activities including engineering, public works, environmental services, building and safety, planning, economic development, code enforcement and mining compliance programs.

2. Manages the development and implementation of departmental goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures.

3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.

4. Assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.

5. Plans, directs, and coordinates, through subordinate level staff, the Development Service Department’s work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.

6. Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

7. Oversees and participates in the development and administration of the department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.

8. Develops and implements the Department's Capital Improvement Program and budget; directs the preparation of plans, specifications, cost estimates and contract documents; oversees the administration of contracts; visits construction sites to ensure conformance to plans; reviews and approves payments and billings for contract services.

9. Plans, directs, coordinates and reviews work plans for the Mining and Reclamation Division to ensure compliance with the State Mining and Reclamation Act and other outside agencies permitting requirements.

10. Serves as the City Engineer: plans, manages, leads, oversees, and performs professional and technical work for the Engineering Division; provides technical direction to engineering staff and consultants relative to day-to-day traffic engineering operational issues; acts as the deputy City Traffic Engineer and provides in-house traffic engineering support to other departments; acts as the City's liaison in dealing with the Metropolitan Transportation Authority (MTA) and Caltrans on transportation issues related to the roadway system, freeway interchanges and other public transportation programs in the City.
11. Serves as the City Building Official; plans, directs, coordinates and reviews the work plans for the Building and Safety Division; prepares, updates and recommends building standards for adoption by the City Council; coordinates various agencies or departments in the permit application process; prepares and manages the annual budget for the Division; administers programs for building safety maintenance and abates hazardous conditions.

12. Administers and/or oversees the management of a variety of design, construction, and maintenance contracts and contractors to ensure compliance with performance and cost agreements; prepares and negotiates cooperative agreements with other jurisdictions and agencies for cooperative projects; evaluates the cost effectiveness of agreements; directs the preparation and maintenance of general records and correspondence; performs special studies and prepares reports.

13. Provides administrative and technical direction to the Irwindale Technical Advisory Committee relative to the development of technical policies and guidelines pertaining to the mining and reclamation of the open-pit sand and gravel mines in the City.

14. Administers Subdivision Map Act requirements for development; provides administrative and technical direction to the City's contract Land Surveyor relative to the review and approval of Tract and Parcel Maps.

15. Responsible for oversight of conditions of approval on development projects; provides technical oversight for inspection of private improvement projects in public right-of-way.

16. Administers the refuse and recycling contracts for residential refuse collection; monitor commercial hauling; ensures City compliance of AB 939 requirements.

17. Administers the City's Storm Water Management Program; ensures City Compliance of the State mandated “NPDES” requirements.

18. Administers grant applications and grant administrative activities in partnership with other government agencies.

19. Manages and oversees the Business License Division and assures compliance with municipal code, policies, and regulations.

20. Provides staff assistance to the City Manager; prepares and presents staff reports and other necessary correspondence.

21. Represents the Development Services Department to other departments, elected officials, and outside agencies; coordinates assigned activities with those of other departments and outside agencies and organizations.

22. Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.

23. Participates on a variety of boards, commissions, and committees including Planning Commission, City Council, and Redevelopment Agency.

24. Attends and participates in professional group meetings; maintains awareness of new trends and developments in the fields of community/economic development; incorporates new developments as appropriate.

25. Responds to and resolves difficult and sensitive citizen inquiries and complaints.

26. Performs related duties as required.
QUALIFICATIONS
The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:
Operations, services and activities of a comprehensive Development Services Department including engineering, public works, environmental services, building and safety, planning, economic development, code enforcement and mining compliance programs services, and activities.
Principles and practices of program development and administration.
Principles, practices and techniques of civil engineering, including the planning, design, construction, contract management, and inspection of municipal public works projects.
Principles and practices of street maintenance, traffic control device maintenance, equipment maintenance, storm drain systems maintenance, sewerage collection systems construction and maintenance, facilities maintenance, and capital projects.
Urban and regional planning, zoning, and development theory, principles, and practices and their application to a wide variety of municipal planning services.
Principles and practices of land use planning and development.
Development review procedures and requirements.
Current social, political and environmental issues influencing community development programs.
Legislation related to economic issues.
Short-term and long-term economic trends in local, county, state, and national economy.
Land development, surveying methods, and techniques.
Traffic engineering including the use of standard traffic control devices/equipment used in the profession.
Principles, practices, and techniques of Mining Engineering.
Methods and techniques of scheduling work assignments.
Basic principles of mathematics.
Leadership techniques.
Grant administration practices.
Methods of administrative, organizational, and cost analysis.
Principles and practices of contract administration.
Occupational hazards and standard safety practices.
Proper English usage, including spelling, grammar, and punctuation.
Advanced methods and techniques of effective technical report preparation and presentation.
Principles and practices of municipal budget preparation and administration.
Principles of supervision, training, and performance evaluation.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Pertinent federal, state, and local codes, laws, and regulations.

Ability to:
Manage and direct a comprehensive Development Services Department.
Organize, prioritize, and follow-up on work assignments, projects, and studies to meet deadlines.
Manage, oversee, review, and perform complex engineering computations.
Check, design, and supervise the preparation of engineering plans and studies.
Read and interpret maps, sketches, drawings, specifications, and technical manuals.
Collect, analyze, and interpret economic and physical data pertaining to planning and zoning, including the interpretation of maps and plans.
Solve complex mining and earth systems related issues.
Perform the full range of professional civil engineering tasks.
Analyze and evaluate design drawings and specifications.
Perform mathematical calculations quickly and accurately.
Negotiate with citizens, property owners, contractors and other agencies.
Develop and administer departmental goals, objectives, and procedures.
Analyze and assess programs, policies, and operational needs and make appropriate adjustments. Identify and respond to sensitive community and organizational issues, concerns, and needs. Plan, organize, direct, and coordinate the work of lower level staff. Delegate authority and responsibility. Select, supervise, train and evaluate staff. Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals. Research, analyze, and evaluate new service delivery methods and techniques. Prepare and administer large and complex budgets. Interpret and apply applicable Federal, State, and local policies, laws, and regulations. Effectively present information and respond to questions from groups of managers, clients, customers, and the general public. Operate office equipment including computers and supporting word processing, spreadsheet, and database applications. Work independently in the absence of supervision. Communicate clearly and concisely, both orally and in writing. Establish and maintain effective working relationships with those contacted in the course of work.

**Education and Experience Guidelines** - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Education/Training:**
A Bachelor’s degree from an accredited college or university with major course work in civil, engineering, business or public administration, or related field. A Master’s degree is desirable.

**Experience:**
Eight years of increasingly responsible public works development and maintenance activities experience including three years of management and administrative responsibility.

**License or Certificate:**
Possession of an appropriate, valid driver’s license. Certification as a Professional Engineer in civil engineering in California. Certification as a Professional Engineer in traffic engineering in California is desirable.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**
The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

**Environment:** Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

**Vision:** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction.

Date: July 2017
AGENDA REPORT

Date: June 28, 2017
To: Honorable Mayor and City Council
From: John Davidson, City Manager
Subject: Adoption of Fiscal Year 2017-2018 Budget

City Manager's Recommendation:

That the City Council adopt City Ordinance No. 712 entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2017-2018" reading by title only and waiving further reading thereof.

Analysis:

On Wednesday, June 14th 2017, the City Council held a duly noticed Public Hearing to conduct the first reading of Ordinance No. 712 to adopt the City's Fiscal Year 2017-2018 Budget.

As part of the Public Hearing, a presentation was made to the City Council providing a summary of the revenue and expenditure totals included in the proposed budget.

The presentation to the City Council also included a review of several budget requests discussed during the Budget Workshop held on May 16th 2017. Per the City Council's direction at the Budget Workshop, these budget requests were subsequently added to the proposed budget totals, with the stipulation that certain budget requests may be withdrawn after additional review during the Public Hearing.

As part of the Public Hearing presentation, the City Council was provided with additional budget related information, which included Supplemental Budget Items requested by the City Council, Short-Term and Long-Term Strategies to address the City's structural deficit, and a discussion on Pending Budget Concerns.

At the conclusion of the Public Hearing presentation, the City Council received public input and comments regarding the proposed budget.

During the budget discussions, the City Council voted to postpone three of the personnel related budget requests, to be brought back for consideration at a later date.
Therefore, the following postponed budget requests have been deducted from the proposed budget totals:

<table>
<thead>
<tr>
<th>Personnel Budget Requests:</th>
<th>General Fund</th>
<th>Other Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reclass HR Technician to Sr HR Analyst</td>
<td>16,500</td>
<td>1,800 (Sp Mining)</td>
</tr>
<tr>
<td>Reclass PW Analyst to Management Analyst</td>
<td>3,400</td>
<td>6,300 (Sp Mining)</td>
</tr>
<tr>
<td>Unfreeze Asst City Mgr/Freeze Housing Coord</td>
<td>40,300</td>
<td>49,300 (Housing)</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>60,200</strong></td>
<td><strong>57,400</strong></td>
</tr>
</tbody>
</table>

Additionally, during the budget discussion the City Council requested City staff to provide budget estimates for the following five new requests:

1. Add a Mariachi Band to the September Fiesta
2. New Playground Equipment for the Parks
3. Exterior painting of the Community Center/Senior Center Building
4. Increased Youth Activities in the Library and Recreation Departments
5. Council Chambers Improvements (lighting, remodeling, etc)

The cost estimate for adding a Mariachi Band to the September Fiesta is approximately $1,600, and City staff will proceed to include this entertainment to the Fiesta scheduled for this September 2017. A budget increase for this cost will be presented during the FY 2017-18 Mid-Year Financial Review. City staff is currently working on preparing the cost estimates for the remaining larger projects. Due to the extensive time required to conduct the research for accurate cost estimates, it was not feasible to add the budget requests to the FY 2017-18 Budget being adopted at this time. City staff will bring these items back for the City Council's consideration and approval within the next few months.

**General Fund Budget**

The following table provides a summary of the FY 2017-18 General Fund Budget to be adopted:

<table>
<thead>
<tr>
<th></th>
<th>Operating</th>
<th>Capital/One-Time</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>REVENUE:</td>
<td>19,443,710</td>
<td>5,608,000</td>
<td>25,051,710</td>
</tr>
<tr>
<td>EXPENDITURES:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Budget – 1st Reading</td>
<td>18,605,127</td>
<td>970,533</td>
<td>19,575,660</td>
</tr>
<tr>
<td>Less: Postponed Requests</td>
<td>(60,200)</td>
<td>-</td>
<td>(60,200)</td>
</tr>
<tr>
<td>Revised Expenditures</td>
<td>18,544,927</td>
<td>970,533</td>
<td>19,515,460</td>
</tr>
<tr>
<td>Revised Surplus/(Deficit):</td>
<td>898,783</td>
<td>4,637,467</td>
<td>5,536,250</td>
</tr>
</tbody>
</table>
Summary

With the revised revenue and expenditure totals listed above, the proposed FY 2017-18 General Fund Budget reflects an operating surplus of $898,783. Together with the capital/one-time surplus of $4.6 million, the total General Fund Surplus is projected to be $5.5 million. This will increase the General Fund Reserves from $23 million to $28.5 million at the end of FY 2017-18. This marks the first year since the Great Recession that the City has adopted a budget without an operating deficit.

While this is great news for the City of Irwindale this year, the City will need to continue its concentrated efforts in economic development to increase its on-going General Fund revenues in the coming years to cover operating expenditures. The City’s expenditures will continue to grow due to on-going increases in insurance, payroll costs, utilities, and the cost of supplies and materials. However, in addition to these expected annual cost increases, the City will also face exponentially increasing pension costs over the next seven years due to the CalPERS Discount Rate Impacts.

The presentation made to the City Council during the Public Hearing included a review and discussion of these CalPERS Discount Rate Impacts. In January, CalPERS announced they were reducing the discount rate used in their actuarial valuation projections, from 7.5% to 7.0% over three years, resulting in increased Employer Rates and Unfunded Liabilities for cities. The City of Irwindale, along with all CalPERS agencies, will incur extraordinarily high pension cost increases over the next seven years. This issue was first introduced to the City Council during the FY 2016-17 Mid-Year Financial Review on March 8th 2017, and again presented and discussed during the Budget Workshop on May 16th 2017.

The City of Irwindale Staff, working together with the City Council, will develop strategies to address the upcoming pension costs. The City is fortunate to have potential development opportunities that will be pursued to increase its General Fund revenues. Additionally, City Staff is looking into other strategies to mitigate the increasing pension costs, and will be presenting those options to the City Council as soon as possible.

Fiscal Impact (Initial of CFO)

Legal Impact (Approved electronically on 6/22/2017) (Initial of Legal Counsel)

Prepared By/Contact Person: Eva Carreon, Director of Finance/City Treasurer
(626) 430-2221

John Davidson, City Manager

Attachments:
Ordinance No. 712
ORDINANCE NO. 712

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
ADOPTING THE BUDGET FOR FISCAL YEAR 2017-18

WHEREAS, a copy of the proposed budget for FY 2017-18 has been on file in the Office of the Deputy City Clerk and the City Library for public review; and

WHEREAS, the City Council conducted a duly noticed public hearing to consider the proposed budget on June 14, 2017.

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

SECTION 1. The budget for the City of Irwindale for Fiscal Year 2017-18, as prepared and submitted by the City Manager and as modified by the City Council, is hereby approved and adopted. The operating and capital budget amounts are hereby authorized for the fiscal year within departments by fund, as listed on Exhibit A.

SECTION 2. From the effective date of said budget, the total amount as stated therein for each departmental activity account shall be appropriated subject to expenditure pursuant to all applicable ordinances of the City and statutes of the State. The operating budget may be reallocated by the City Manager providing there is no change in the total appropriations within any funds as authorized by the City Council.

SECTION 3. At the close of the fiscal year, unexpended appropriations in the operating budget will be unencumbered as necessary to underwrite the expense of outstanding purchase commitments. Unexpended appropriations for authorized, but uncompleted projects may be carried forward to the next succeeding budget upon approval by the City Manager.

SECTION 4. Total appropriations within the funds will be increased only by amendment of the budget by motion of the City Council.

SECTION 5. The City Manager may reduce expenditure appropriations within funds as a method of fiscal control, and the Director of Finance may decrease revenue estimates to reflect economic change during the fiscal period.

SECTION 6. The Director of Finance is hereby authorized to transfer monies in accordance with the interfund transfers listed in said budget, and to transfer monies to cover operational expenditures of the City through transfers of funds in such amounts, and at such times during the fiscal year as may be determined necessary to the competent operation and control of City business, or to provide adequate cash flow,
except that no such transfer shall be made in contravention of State law or City ordinances.

SECTION 7. Adjustments made by the City Council during the budget hearing and documented in the minutes for this action will be incorporated with the final printed budget document. The City Manager is hereby authorized to approve any corrections in the budget document that are clerical in nature. Additionally, the City Council may amend the budget at any time by adoption of appropriate budget resolutions.

SECTION 8. The Deputy City Clerk shall certify the passage of this Ordinance and shall cause the same to be posted in accordance with law.

PASSED, APPROVED, AND ADOPTED this 28th day of June 2017.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk
I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, California, do hereby certify that the foregoing Ordinance No. 712 was duly introduced at a regular City Council meeting held on the 14th day of June 2017, and adopted at a regular meeting of the City Council held on the 28th day of June 2017, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

____________________________
Laura M. Nieto, CMC
Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura Nieto, Deputy City Clerk, certify that I caused a copy of Ordinance No. 712, adopted by the City Council of the City of Irwindale at its regular meeting held June 28, 2017, to be posted at the City Hall, Library, and Post Office on June ___, 2017.

____________________________
Laura M. Nieto, CMC
Deputy City Clerk

Dated: June ___, 2017
# Exhibit A
City of Irwindale
Operating Budgets Summary
FY 2017-18

<table>
<thead>
<tr>
<th>Fund No</th>
<th>Fund</th>
<th>FY 2017-18 Revenues</th>
<th>FY 2017-18 Expenditures</th>
<th>Surplus (Deficit) FY 2017-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>On-Going Budget</td>
<td>$19,443,710</td>
<td>($18,544,927)</td>
<td>$898,783</td>
</tr>
<tr>
<td></td>
<td>Capital/One-Time Items</td>
<td>$5,608,000</td>
<td>($870,533)</td>
<td>$4,637,467</td>
</tr>
<tr>
<td></td>
<td>TOTAL GENERAL FUND</td>
<td>$25,051,710</td>
<td>($19,515,460)</td>
<td>$5,536,250</td>
</tr>
<tr>
<td>10</td>
<td>Irwindale Joint Powers Authority</td>
<td>$561,400</td>
<td>($561,400)</td>
<td>-</td>
</tr>
<tr>
<td>11</td>
<td>Irwindale Housing Authority</td>
<td>$4,000</td>
<td>($6,175)</td>
<td>($2,175)</td>
</tr>
<tr>
<td>12</td>
<td>IHA-Low/Mod Housing Asset Fund</td>
<td>$64,000</td>
<td>($4,216,749)</td>
<td>($4,152,749)</td>
</tr>
<tr>
<td></td>
<td>TOTAL HOUSING AUTHORITY FUNDS</td>
<td>$68,000</td>
<td>($4,222,924)</td>
<td>($4,154,924)</td>
</tr>
<tr>
<td>13</td>
<td>Special Mining Fund</td>
<td>$3,690,000</td>
<td>($4,999,380)</td>
<td>($1,309,380)</td>
</tr>
<tr>
<td>14</td>
<td>Reclamation Fund</td>
<td>$850,980</td>
<td>($18,261)</td>
<td>832,719</td>
</tr>
<tr>
<td>19</td>
<td>Olive Pit Royalty Fund</td>
<td>$3,250,000</td>
<td>($2,789,145)</td>
<td>480,855</td>
</tr>
<tr>
<td></td>
<td>TOTAL RECLAMATION AUTHORITY FUN</td>
<td>$4,100,980</td>
<td>($2,807,406)</td>
<td>1,293,574</td>
</tr>
<tr>
<td>15</td>
<td>AB939 Recycling Fund</td>
<td>$194,000</td>
<td>($139,580)</td>
<td>54,420</td>
</tr>
<tr>
<td>21</td>
<td>State Gas Tax Fund</td>
<td>$48,860</td>
<td>($32,400)</td>
<td>16,460</td>
</tr>
<tr>
<td>22</td>
<td>Air Quality Improvement Fund</td>
<td>$1,700</td>
<td>($1,700)</td>
<td>-</td>
</tr>
<tr>
<td>25</td>
<td>Proposition A Fund</td>
<td>$26,550</td>
<td>($56,800)</td>
<td>($30,250)</td>
</tr>
<tr>
<td>26</td>
<td>Proposition C Fund</td>
<td>$22,180</td>
<td>($30,000)</td>
<td>($7,820)</td>
</tr>
<tr>
<td>27</td>
<td>Measure R Fund</td>
<td>$16,530</td>
<td>($16,500)</td>
<td>130</td>
</tr>
<tr>
<td>28</td>
<td>TDA Article 3 Fund</td>
<td>$5,000</td>
<td>($6,000)</td>
<td>-</td>
</tr>
<tr>
<td>29</td>
<td>Measure M Fund</td>
<td>$16,670</td>
<td>($16,670)</td>
<td>-</td>
</tr>
<tr>
<td>32</td>
<td>Community Development Block Grant Fund</td>
<td>$12,240</td>
<td>($21,678)</td>
<td>($9,438)</td>
</tr>
<tr>
<td></td>
<td>SPECIAL REVENUE FUNDS</td>
<td>$343,830</td>
<td>($320,328)</td>
<td>23,502</td>
</tr>
<tr>
<td>42</td>
<td>CFD #1 Community Facilities District Fund</td>
<td>$1,040,420</td>
<td>($1,040,420)</td>
<td>-</td>
</tr>
<tr>
<td>43</td>
<td>Live Oak Sewer Asmt District Fund</td>
<td>$91,090</td>
<td>($91,090)</td>
<td>-</td>
</tr>
<tr>
<td>44</td>
<td>Street Light Asmt District-IBC Fund</td>
<td>$13,480</td>
<td>($13,480)</td>
<td>-</td>
</tr>
<tr>
<td>45</td>
<td>Sewer Maintenance Asmt District-IBC Fund</td>
<td>$190,730</td>
<td>($115,730)</td>
<td>$75,000</td>
</tr>
<tr>
<td></td>
<td>STRICT REVENUE FUNDS</td>
<td>$1,335,720</td>
<td>($1,260,720)</td>
<td>$75,000</td>
</tr>
</tbody>
</table>

6/21/2017
T:\Budget\FY 17-18\Budget Preparation\Budget Combining Worksheets.xls
Date: June 28, 2017

To: Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: Employment Agreement – Development Services Director/City Engineer

City Manager's Recommendation:

That the City Council authorize the execution of the attached Development Services Director/City Engineer Employment Agreement between the City of Irwindale and William Tam with an effective date of July 1, 2017.

Background and Findings:

Through City Council Resolution No. 2017-41-2939, which is concurrently being considered for adoption, the City is creating a new Development Services Director/City Engineer classification and freezing the City Engineer/Public Works and Community Development Director classifications.

William Tam was hired by the City of Irwindale as the Public Works Director/City Engineer in September of 2001. During his tenure with the City, Mr. Tam has demonstrated outstanding initiative and has successfully led his department through many difficult and challenging situations. He exhibits extreme creativity as well as flexibility in order to address the many issues, projects, and responsibilities within the department and the organization. Mr. Tam has worked closely with the community development department over the years in planning and developing ideas on how best to meet the needs of the community. Mr. Tam continues to develop and maintain excellent working relationships with the City Council, Planning Commission, City staff, the community, developers, contractors and others encountered in the course of his work.

The contract presented to Council for consideration would supersede Mr. Tam’s current employment agreement, which dates from 2001 and was amended once in 2013. The current agreement would reflect Mr. Tam’s appointment as Development Services Director/City Engineer and contain the contract terms and benefits currently provided to other City department heads. Specifically, other department heads employed by the City are eligible for a six (6) months’ severance benefit in the event they are terminated by the City without cause. Mr. Tam’s current contract provides for only a three (3) month severance benefit. As the City wishes to provide severance and benefit levels for Mr. Tam that are consistent with other department heads, this contract also increases the severance benefit provided to Mr. Tam from three (3) months to six (6) months.
Approval of this agreement is recommended based on Mr. Tam's experience and excellent qualifications as well as the desire of the City to provide consistency in benefit levels amongst all department heads. The proposed Agreement has been prepared and approved by the City Attorney and is consistent with the City Council approved at-will form agreement for department heads.

**Fiscal Impact:**

By approving this Employment Agreement for a Development Services Director/City Engineer, and freezing both the Public Works Director/City Engineer and Community Development Director positions, the City will realize a savings as follows:

<table>
<thead>
<tr>
<th>Current Annual Cost:</th>
<th>Salary</th>
<th>Benefits</th>
<th>Total</th>
<th>General Fund</th>
<th>Other Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>PW Director/Engineer</td>
<td>$133,410</td>
<td>$92,390</td>
<td>$225,800</td>
<td>$90,320</td>
<td>$135,480</td>
</tr>
<tr>
<td>CD Director</td>
<td>$128,000</td>
<td>$54,460</td>
<td>$182,460</td>
<td>$109,470</td>
<td>$72,980</td>
</tr>
<tr>
<td>Total Current Costs:</td>
<td>$261,410</td>
<td>$146,850</td>
<td>$408,260</td>
<td>$199,790</td>
<td>$208,460</td>
</tr>
</tbody>
</table>

| New Annual Cost:            |         |          |           |              |             |
| Dev Serv Dir/Eng            | ($156,000) | ($102,100) | ($258,100) | ($116,140)   | $141,950    |
| Cost Savings:               | $105,410 | $44,750  | $150,160  | $83,650      | $66,510     |

The table above provides a breakdown of the salary and benefit costs for each of the two current positions, as well as the new proposed position. Also listed is the funding source for each position, which itemizes the amount charged to the General Fund and Other Funds, which include the Special Mining Fund, Olive Pit Fund, and Recycling Fund.

As reflected above, the total savings is estimated to be $150,160, of which $83,650 will be saved in the General Fund, and $66,510 will be saved in all other funds.

Fiscal Impact: [Signature] (Initial of CFO)

Legal Impact: Electronically Approved by City Attorney Galante (Initial of Legal Counsel)

Prepared By/Contact Person: John Davidson, City Manager

Phone: (626) 430-2217

Attachment: Employment Agreement


CITY OF IRWINDALE

DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
EMPLOYMENT AGREEMENT

This DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER EMPLOYMENT AGREEMENT ("Agreement") is entered into and made effective the 1st day of July 2017, by and between the CITY OF IRWINDALE, a charter city and municipal corporation ("City") and WILLIAM TAM, an individual ("Employee").

RECITALS

WHEREAS, Employee has been serving as Public Works Director/City Engineer since September 24, 2001, per the Public Works Director/City Engineer Employment Agreement ("Original Agreement") approved and executed on September 24, 2001; and

WHEREAS, on September 25, 2013, the City and Employee executed a First Amendment to the Original Agreement, wherein the parties amended the language in the Original Agreement to: (i) make its provisions consistent with the City's Municipal Code, Charter and City Council-City Manager form of government, (ii) reflect the current compensation being paid to Employee, (iii) incorporate new legal provisions required to be included in the Original Agreement pursuant to AB 1344, (iv) acknowledge that Employee was to receive benefits (including, but not limited to, cost-of-living adjustments, if any) received by Irwindale Management Employee Association ("IMEA") pursuant to the then-applicable Memorandum of Understanding between the City and IMEA, and (v) acknowledge that no other purported amendments to the Original Agreement are recognized; and

WHEREAS, the First Amendment provided Employee a severance benefit in the amount of Employee's monthly salary multiplied by three (3), in the event that Employee were to be terminated without cause; and

WHEREAS, other department heads employed by the City presently receive a six (6) month severance benefit, in the event they are terminated by the City without cause, in consideration for a severance and release agreement; and

WHEREAS, the City wishes to provide severance and benefits levels for Employee consistent with other department heads employed by the City, such that following the approval and execution of this Agreement, Employee shall be eligible for severance in the amount of his monthly salary multiplied by six (6), in consideration for his execution of a severance and release agreement; and

WHEREAS, concurrent with its consideration of this Agreement, the City intends to consider the creation of the position of development services director/city engineer for the City and adopt a job description for this position, which position would merge the job duties and responsibilities of the Public Works Director/City Engineer position and the presently vacant Community Development Director position; and

1

01005.0004/385285.5
WHEREAS, the City wishes to continue to retain Employee, and contingent upon prior Council approval of the creation of the position of development services director/city engineer, desires to appoint Employee to serve as the development services director/city engineer for the City; and

WHEREAS, pursuant to Irwindale Municipal Code §2.13.050(F), which provides that department heads are at-will and not covered by the City’s Personnel System, Employee shall remain an at-will employee and shall continue to serve at the pleasure of the City Manager; and

WHEREAS, the parties wish to update the terms and conditions of Employee’s services to the City and its related agencies through this Agreement to reflect Employee’s new position of employment and level of benefits consistent with other City department heads, including a six (6) month severance benefit in the event Employee is terminated by the City without cause; and

WHEREAS, this Agreement is intended to supersede all prior agreements and amendments thereto between the City and Employee with respect to Employee’s employment with the City; and

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

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs William Tam development services director/city engineer for the City to perform the functions and duties of development services director/city engineer, as specified in the job description for this position attached hereto as Exhibit “A,” and to perform such other legally permissible and proper functions and duties as the City Manager shall, from time-to-time, direct or assign. As the duties and responsibilities of the position of City Engineer are encompassed within the development services director/city engineer position, Employee shall continue to be responsible for such duties and responsibilities as required by state law and the Irwindale Municipal Code. Employee shall perform these functions and duties in an efficient, competent, and ethical manner and shall devote his best efforts and full-time attention thereto.

1.2 Work Schedule. It is recognized that Employee 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. Employee acknowledges that proper performance of the duties of development services director/city engineer will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 8:00 a.m. to 6:00 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee 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. Employee’s compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.
1.3 Other Activities. Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Manager, 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 development services director/city engineer.

1.4 Employment Status. Upon appointment to the development services director/city engineer position, Employee shall continue to serve at the will and pleasure of the City Manager and understands that he shall be an “at-will” employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary “Skelly” hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his 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 Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Manager, for any purposes other than the performance of his duties. Additionally, 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 Exclusion from Competitive Service. Employee understands, acknowledging and agrees that he is exempt from the City’s competitive service system pursuant to Irwindale Municipal Code §2.13.050(F).

1.7 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee’s initial base annual compensation shall be One Hundred Fifty Six Thousand Dollars and No Cents ($156,000.00) annually (“Salary”), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Manager and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in
Section 5.2. In the event the City Council approves a one-time salary increase applicable to all City department heads as a result of the implementation of the May 3, 2017 City of Irwindale Compensation Report, then the City agrees to conduct a salary review with Employee prior to the regularly scheduled annual salary review as provided for in this Section 5.2 using similar methodology as stated in the City’s May 3, 2017 Compensation Report.

2.3 Effectuating Salary Adjustment. Employee shall be entitled to so-called cost of living adjustments ("COLA") to the Salary, as received by other Management employees of the Irwindale Management Employee Association ("IMEA"), pursuant to the applicable Memorandum of Understanding between the City and IMEA, as the same may be modified for all such IMEA members by resolution of Council from time to time ("IMEA MOU"). The COLA, if any, shall be considered separate from the adjustment of Salary based upon Employee’s performance, following the annual performance reviews performed in accordance with Section 5.2 of this Agreement.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence his services hereunder at 12:01 a.m. Pacific daylight savings time on July 1, 2017 or such earlier date upon which the City Manager and Employee may mutually agree, in either event such date will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. The City hereby employs Employee until his services are terminated as provided for herein.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Manager with at least thirty (30) days’ advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. The City Manager or someone acting in the capacity as City Manager may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The City Manager’s right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City’s Personnel Rules or past City practices related to the employment, discipline or termination of the City’s employees. Employee expressly waives any rights provided for department heads under the City’s Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of development services director/city engineer. Upon appointment to the development services director/city engineer position, Employee remains an at-will employee serving at the pleasure of the City Manager.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days’ written notice of the termination for cause and the facts and grounds constituting such cause. The term “cause” shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2)
Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City's Charter, Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction of the City Manager or the policy decisions of the City Council, 12) Gross misfeasance or gross malfeasance, and 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Manager Without Cause. By providing Employee at least thirty (30) days' prior written notice thereof, the City may terminate Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

3.5 Right to Re-Appoint to Public Works Director/ City Engineer Position. The City and Employee may, for any reason, upon mutual agreement elect to revert Employee to his previous position of Public Works Director/ City Engineer in lieu of having Employee continue to serve as development services director/city engineer. Upon the effective date of such re-appointment, Employee shall be paid the annual salary of One Hundred Thirty Two Thousand and Ninety Dollars ($132,090.00), which is the salary for the Public Works Director/ City Engineer position effective as of June 28, 2017, plus any cost of living adjustments provided to IMEA members since July 1, 2017. The agreement between the City and Employee to re-appoint Employee to the position of Public Works Director/ City Engineer shall not be considered a termination of Employee, and accordingly Employee shall not be eligible for any severance as provided in Article 4.0 below as a result of such re-appointment. In the event of such re-appointment, the City and Employee agree to amend this Agreement as necessary to reflect Employee's position title as Public Works Director/ City Engineer and reduced salary.

4.0 SEVERANCE

4.1 Severance Pay. In the event Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect
multiplied by six (6), less applicable deductions and excluding deferred compensation or the value of any other benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above.

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

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the development services department and the City. Nothing herein shall be deemed to alter or change the employment status of Employee (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 Employee hereunder.

5.2 Annual Evaluation. The City Manager shall review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Manager’s consideration at those times established by the City Manager, but at least annually, Employee’s proposed performance goals and objectives and incorporate the City Manager’s suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

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

6.1 Automobile Allowance. City shall provide Employee with an automobile allowance of three hundred and fifty dollars ($350.00) per month. At the discretion of the City Council, Employee may alternatively be provided with a City vehicle for official and personal use as approved by the City Manager.

6.2 Technology/Cell Phone Allowance. City shall provide 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. Employee understands that any applicable taxes are his responsibility to pay and not covered by the City.

6.3 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 Employee’s Salary, if he has at minimum a Bachelor’s Degree 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.

6.4 Bilingual Pay. The City shall pay Employee an additional two and one-half percent (2½%) of his Salary as bilingual pay incentive upon passing an appropriate verbal bilingual exam as determined by the City, 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.

6.5 Medical, Dental, Vision and Other Insurance. The City shall provide to 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 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 Employee in the amount of Twenty Thousand Dollars and No Cents ($20,000.00).

In the event that Employee can demonstrate, to the satisfaction of the City, that he has obtained substantially equivalent medical, dental and vision coverage through some other insurance plan in lieu of City-provided insurance, then so long as Employee maintains such medical, dental and vision insurance coverage, he shall be entitled to reimbursement from the City of one-half (1/2) of the average monthly cost to the City for single employee medical coverage only. The City shall have the sole and unfettered right to determine whether Employee has satisfactorily demonstrated substantially equivalent medical, dental and vision coverage, and Employee must, at least annually, provide written proof of such substantially equivalent medical, dental, and vision coverage in a form satisfactory to the City. Any such reimbursement payment described in this paragraph shall be made bi-weekly through the regular payroll system, and such payment shall not add to Employee’s base pay.

Consistent with retiree health benefits provided to IMEA members hired prior to January 1, 2011, should Employee retire from the City as a CalPERS eligible retiree, Employee
and his dependents will receive one hundred percent (100%) lifetime medical insurance upon retirement from the City. The City shall pay one hundred percent (100%) of the premium for any CalPERS medical plan. Retiree medical will be implemented in accordance with the terms and qualifications for receipt of such retiree medical benefits afforded to IMEA members under the applicable IMEA MOU.

Employee shall be eligible to continue to participate in the City’s Internal Revenue Code section 125 and 129 Flexible Spending Account plans, which are administered through a vendor selected at the City’s sole discretion. The City’s FSA plans presently maintain a cap of Five Thousand Dollars ($5,000) for dependent care expenses and Two Thousand Five Hundred Dollars ($2,550) for health care expenses, which caps may be adjusted based on revisions to IRS regulations. Employee’s participation in such plans is voluntary and Employee shall be solely responsible for any desired plan contributions. The Parties agree that the City has not provided legal or tax advice to Employee as to whether dependent care and health care expenses are legally tax deductible to or by Employee.

6.6 **PERS.** Employee is a “classic” member of CalPERS and shall continue to participate in the City’s 2% at 55 formula. Such formula is subject to the following CalPERS contract provisions: (i) Fourth level of 1959 Survivors Program; (ii) Military service as public service; (iii) average monthly pay rate and special compensation for highest twelve (12) consecutive months; (iv) improved non-industrial disability allowance; (v) post-retirement survivor allowance; and (vi) credit for unused sick leave. The City shall pay the full employer CalPERS contribution. The employee contribution of 7% shall be paid by Employee. The payments will be reported as being those of Employee and credited to his individual account with CalPERS.

6.7 **PARS.** The City participates in PARS, which affords all full time hired before January 1, 2013, the retirement benefit commonly referred to as “1% at 55”. The City shall continue to pay Employee’s share of all required contributions to PARS, as provided in the applicable IMEA MOU.

6.8 **Deferred Compensation.** 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) ICMA-RC, and (b) the Nationwide Retirement Solutions plans. Employee acknowledges that City does not provide any matching benefits or other payments toward the Deferred Compensation Program.

6.9 **Vacation Leave.** Employee shall accrue vacation leave in accordance with the formula below, with an accrual cap of three hundred (300) hours, over which he shall receive a cash out at one hundred percent (100%) to be included in the second paycheck in January of each year, in order to bring his accrual down to the three hundred (300) hour accrual cap. The number of hours accrued bi-weekly, based on service with the City of Irwindale only, is as follows:

<table>
<thead>
<tr>
<th>Years of service</th>
<th>Hours accrued bi-weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Accrual at the next highest incremental rate shall begin with the next pay period following Employee's anniversary date of original employment with the City.

6.10 Sick Leave. Employee shall accrue sick leave at the rate of 3.693 hours bi-weekly. Employee's use of sick leave shall be as provided in the Irwindale Personnel Rules. With respect to buy back of unused sick leave, Employee, upon termination or cash in request, shall be provided sick leave buy back at the following rates:

<table>
<thead>
<tr>
<th>Days</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-4</td>
<td>3.693</td>
</tr>
<tr>
<td>4-10</td>
<td>4.616</td>
</tr>
<tr>
<td>10-11</td>
<td>4.923</td>
</tr>
<tr>
<td>11-12</td>
<td>5.231</td>
</tr>
<tr>
<td>12-13</td>
<td>5.539</td>
</tr>
<tr>
<td>13+</td>
<td>6.154</td>
</tr>
</tbody>
</table>

For purposes of this section, one (1) day shall be equivalent to 9.5 hours of accrued sick leave.

6.11 Cash-out of Vacation and Sick Leave. Elective cash-out of vacation and sick leave accruals may be made anytime by means of a regular payroll check (no separate check will be issued) and/or by separate check limited to four times a year (first pay period in September, December, March, and June), up to the combined vacation and sick leave cash-out limit of one hundred (100) hours total per fiscal year.

6.12 Holidays. From and after the Effective Date, Employee shall be entitled to the holidays listed in this Section 6.12 below. In the event the applicable IMEA MOU is amended to include additional holidays, then Employee shall be entitled to such additional holidays as provided to IMEA members.

<table>
<thead>
<tr>
<th></th>
<th>New Year's Day</th>
<th>January 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Cesar Chavez Day</td>
<td>March 31</td>
</tr>
<tr>
<td>3.</td>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>4.</td>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>5.</td>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>6.</td>
<td>Thanksgiving Day</td>
<td>Fourth Thursday in November</td>
</tr>
<tr>
<td>7.</td>
<td>Day After Thanksgiving Day</td>
<td>Fourth Friday in November</td>
</tr>
<tr>
<td>8.</td>
<td>Christmas Eve (1/2 Day)</td>
<td>December 24</td>
</tr>
</tbody>
</table>
9. Christmas December 25
10. New Year's Eve (1/2 Day) December 31

6.13 Floating Holiday. At the beginning of each calendar year, Employee shall be provided a total holiday leave bank for the calendar year of one hundred thirty (130) hours per year for holidays, reduced by the number of scheduled holiday hours for that calendar year. (At the beginning of each calendar year, the City will determine and distribute its holiday schedule. When any of the holidays fall on a regular work day (Monday-Thursday) or 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 one hundred thirty (130) hours for each such holiday (with 4.75 hours to be deducted for ½ day holidays). In no event will such deduction result in a negative holiday bank account balance. Employee will be then be credited with the balance, if any, of the remaining 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 Employee. Any and all unused floating holiday time will be cashed out in January of the following calendar year.

6.14 Bereavement Leave. From and after the Effective Date, Employee shall be entitled to such bereavement leave equal to three (3) days, totaling not more than 28.5 hours (3 days x 9.5 hours per work day). In the event the IMEA MOU is amended to provide IMEA members additional bereavement leave, then Employee shall be afforded such additional bereavement leave as provided to IMEA members pursuant to the IMEA MOU then in effect.

6.15 Administrative Leave. Employee shall continue to accrue administrative leave at the rate of sixty (60) hours per year, which hours shall be credited to Employee the first pay period in January of each calendar year. Administrative leave hours shall be used prior to any floating holiday hours and accrued vacation leave hours available to Employee. Administrative leave shall not be carried over from year-to-year. Any and all unused administrative leave hours will be cashed out and included in the first paycheck in January of the following calendar year. Additionally, any unused administrative leave hours shall be cashed out upon separation of Employee.

6.16 Jury Duty. Employee shall receive full pay and benefits while responding to a jury summons or serving on a jury, for up to ten (10) working days. Any compensation for such jury duty (except travel pay) shall be remitted to the City.

6.17 Business Related Equipment. The City shall supply Employee a portable laptop computer (inclusive of office docking station) in order to perform duties as outlined in Section 1.1.

6.18 Annual Service Award Pay. Employee shall be entitled on his fifth (5th) consecutive employment year with the City to "Annual Service Award" pay of twenty dollars ($20.00) for each year worked, which shall be paid in December of the qualifying year at the Employee Annual Service Award Luncheon. If there is no Award Luncheon planned for the year, the annual service award will be paid the first pay day in December of the qualifying year.
6.19 **EAP Program.** The City shall pay the premium for participation in an Employee Assistance Program for Employee and his dependents.

6.20 **State Disability Insurance.** Employee will remain a participant in the state-sponsored short-term disability program at no expense to the City.

6.21 **Tuition Reimbursement.** Employee shall be eligible for tuition reimbursement up to the total amount of $2,250 per fiscal year, provided that such funds are available in the fiscal year such request is made by Employee. The City's current aggregate tuition reimbursement amount is $15,000 per fiscal year total. In the event that at the end of the fiscal year, unencumbered funds remain available in the tuition reimbursement account, then Employee shall be eligible for a portion of such funds for accumulated reimbursable educational expenses in excess of $2,250 per fiscal year up to a maximum of three thousand dollars ($3,000.00) per fiscal year. All courses taken and completed must have prior written approval of the City Manager and be related to Employee's employment with the City. Upon completion of each course, Employee must complete the appropriate City form requesting tuition reimbursement. A passing grade of "C" or better is required, and a copy of the grade and all receipts must be attached. If Employee requests reimbursement for course-related text books, he shall be required to turn the books in to the Human Resources Department. Text books shall not be marked or written in and they must be in usable condition.

6.22 **City Manager Amendment Authority.** Pursuant to Section 9.2 of this Agreement, the City Manager shall have the authority to agree with Employee to amend this Agreement to provide Employee benefits, as provided for in this Section 6.0, consistent with the procedures and benefit levels provided to individual IMEA members pursuant to the IMEA memoranda of understanding then in effect.

7.0 **PROFESSIONAL DEVELOPMENT**

7.1 **Membership.** The City encourages Employee’s continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the City Manager.

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

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

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

7.5 Approval by City Manager. To be eligible to receive reimbursement for the memberships and travel and other expenses incurred pursuant to this Section 7.0, Employee shall obtain advance approval of the City Manager or his/her designee.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee 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 Employee’s services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee’s services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 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 Employee’s employment by the 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.

9.2 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, except where City Manager approval is expressly authorized herein.

9.3 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 Employee:

City Manager  William Tam
City of Irwindale  [On file with Human Resources Dept.]
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.

9.4 **Conflicts Prohibited.** During the term of this Agreement, Employee 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 Employee's duties under this Agreement. Employee 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.

9.5 **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.

9.6 **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.

9.7 **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.

9.8 **AB 1344.** 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 for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. 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.

Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to the termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of his or her office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit “B”.

9.9 Independent Legal Advice. The City and Employee 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 the City and Employee 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.

IN WITNESS WHEREOF, the City of Irwindale has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF IRWINDALE

John Davidson, City Manager

ATTEST:

Laura Nieto, Deputy City Clerk

APPROVED AS TO FORM:

Fred Galante, City Attorney

EMPLOYEE

William Tam
EXHIBIT “A”

[Development Services Director/City Engineer Job Specification to be considered by Council for approval on June 28, 2017]
EXHIBIT “B”

GOVERNMENT CODE SECTION 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) 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 SECTION 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 of the local agency.
2. The person is the head of a department of a local agency.

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.
EXHIBIT “C”

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, a charter city and municipal corporation (hereinafter referred to as “THE CITY”), and , an individual (hereinafter referred to as “EMPLOYEE”).

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will Development Services Director/City Engineer effective ___________, serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit “A” (“THE CONTRACT”). EMPLOYEE had previously been employed as THE CITY’s at-will Public Works Director/ City Engineer since September 24, 2001. 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 ___________, ___________. This AGREEMENT sets 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 post­employment 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 him at the time of his 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, his rights under the ADEA and OWBPA, and of the legal significance of his 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 his 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, his 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 his 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 his favor at the time of executing the release, which if known by him must have materially affected his 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 his 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 his 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 his 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 Manager
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: ______________________
    [NAME]

DATED: ________________  THE CITY

By: ______________________
    Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: ______________________
    Fred Galante, City Attorney

[EMPLOYEE’s LAW FIRM]

By: ______________________
    [Counsel]
Date: June 28, 2017

To: Honorable Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: OLIVE PIT EXCAVATION PROJECT - 2017 SECOND QUARTER PROGRESS REPORT

City Manager's Recommendation:

That the City Council receive the verbal presentation report provided and file this report.

Summary:

1) The mining operator, United Rock Products (URP), continues with the construction of the new access road along the southerly boundary of the pit. A temporary ingress ramp was constructed along the southeast corner of the pit to allow inbound traffic to access the site. This temporary ingress ramp will reduce the truck traffic on Olive Street as most of the import trucks will not be using the driveway on Olive Street to enter the pit. Depending on the availability of fill material, it is anticipated that the completion of this new access road will be in approximately 6 months.

2) Based on information submitted by the mining operator, the construction of the landscape improvement on Olive Street is tentatively scheduled to begin in July/August 2017.

3) The construction of the block wall along the westerly boundary of the pit is tentatively scheduled to start in August 2017.

4) URP also reported that there was approximately 232,700 C.Y. of soil imported into Olive Pit for the construction of the access road. Additionally, URP has removed approximately 117,000 tons of talus as a part of the construction of this access road.

Fiscal Impact: (Initial of CFO) None.

Legal Impact: Electronically approved by Fred Galante (Initial of Legal Counsel) None.

Prepared By: Francisco Carrillo, Project Manager – Mining Phone: (626) 430-2259

Reviewed By: William K. Tam, Public Works Director/City Engineer Phone: (626) 430-2212

John Davidson, City Manager
AGENDA REPORT

Date: June 28, 2017
To: Honorable Chair and Councilmembers
From: John Davidson, City Manager

Issue: Site Plan & Design Review (DA) Permit No. 01-2017: A request by Kevin Barry, Irish Commercial, on behalf of Wendy's, to construct a ± 2,613 Fast-Food Restaurant with Drive-Thru located at 15768 Arrow Highway, Irwindale, CA 91706 in the C-2 (Heavy Commercial) Zone.

City Manager's Recommendation:
That the City Council concur with the Planning Commissions' recommendation and ADOPT Resolution No. 2017-32-2930 approving Site Plan & Design Review (DA) Permit No. 01-2017 subject to the attendant conditions of approval (Refer to June 14, 2017 Council Agenda Report).

Background:
This item was noticed and presented at the June 14, 2017 City Council meeting. During deliberation, the City Council requested that the applicant incorporate additional design features, including adding a tile roof element and arched design to the north-facing windows. As such, the Council maintained the public hearing open and continued it to the June 28, 2017 meeting to allow the applicant the opportunity to revise the project. Upon further review and discussion with Wendy's corporate office, the applicant is requesting that the originally proposed design remain due to criteria set forth by Wendy's franchise design standards that limit further deviation from Wendy's corporate architectural requirements.

Fiscal Impact:
None. The Project is a private development fully funded by the developer.

Fiscal Impact: ☒ (Initial of CFO)
Legal Impact: (Approved Electronically by City Attorney) (Initial of Legal Counsel)
Contact Person: William Tam, Public Works Director/Interim Community Development Director
626.430.2212
tam@irwindaleca.gov

Marilyn Simpson, AICP, Principal Planner
626-430-2209
msimpson@irwindaleca.gov

Exhibits
A City Council Resolution No. 2017-32-2930 with Conditions of Approval
B June 14, 2017 City Council Agenda Report

John Davidson, City Manager
RESOLUTION NO. 2017-32-2930

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) PERMIT NO. 01-2017 FOR THE DEVELOPMENT OF AN APPROXIMATELY 2,613 SQUARE FOOT FAST FOOD RESTAURANT WITH DRIVE-THRU LANE AT 15768 ARROW HIGHWAY IN THE C-2 (HEAVY COMMERCIAL) ZONE (APN: 8417-035-902), SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i) Kevin Barry (Irish Commercial), 2603 Maple Avenue, Manhattan Beach, CA 90266, the Applicant, on behalf of Wendy’s, has made a request for a Site Plan & Design Review (DA)(SP&DR) application, pursuant to Section 17.70 of the Irwindale Municipal Code (IMC), to allow for the development of a fast food restaurant with a drive-thru lane located at 15768 Arrow Highway ("Project"). Hereinafter in this Resolution, the subject SP&DR application shall be referred to as the “Application.”

(ii) The property is zoned C-2 (Heavy Commercial) and designated by the General Plan as “Commercial”.

(iii) On February 15, 2017, the Planning Commission approved Conditional Use Permit No. 01-2017 for the establishment of a fast-food restaurant at 15768 Arrow Highway.

(iv) On May 17, 2017, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, closed the public hearing and recommended that the City Council approve Site Plan and Design Review (DA) Permit No. 01-2017, subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.

(v) On June 14, 2017, the City Council conducted a duly noticed public hearing, as required by law, on the Application, at which time they received input from staff and the City Attorney; heard public testimony; discussed the Proposed Project; closed the public hearing; and, after discussion, moved to continue the project to the next regularly scheduled City Council meeting on June 28, 2017 with a request that the applicant consider certain design revisions.

(vi) On June 28, 2017, the City Council reopened the public hearing, as required by law, on the Application, at which time they received input from staff and the Applicant; heard public testimony; discussed the Proposed Project; closed the public hearing; and, after discussion, approved this resolution.

(vii) All legal prerequisites to the adoption of this Resolution have occurred.
B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Irwindale as follows:

1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto as Exhibit “A,” this City Council hereby specifically finds as follows:

Site Plan and Design Review (DA) Permit No. 01-2017

a. The proposed project is in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the City.

The proposed project entails the development of a ±2,613 square foot restaurant with drive-thru on a site with a General Plan land use designation of Commercial and C-2 (Heavy Commercial) zoning. The proposed project complies with all Zoning Code development standards established for the C-2 (Heavy Commercial) zone with respect to land use, building height, setbacks, and landscaping and complies with Zoning Code requirements for parking and landscaping applicable to the proposed project. The design and materials of the proposed restaurant is consistent with the Commercial and Industrial Design Guidelines.

b. The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement.

This finding is no longer applicable, as the Irwindale Community Redevelopment Agency no longer exists. There are also no owner's participation agreement or disposition and development agreement involved.

c. The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:

   - Facilities and improvements,
   - Pedestrian and vehicular ingress, egress, and internal circulation,
   - Setbacks,
   - Height of buildings,
   - Signs,
   - Mechanical and utility service equipment,
   - Landscaping,

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Grading,
Lighting,
Parking,
Drainage,
Intensity of land use.

The proposed project is served by existing improved roadways and utilities. The proposed development will construct additional public improvements to serve the project in conformance with City standards. The proposed project provides for adequate and safe pedestrian and vehicular ingress and egress to and from the site onto existing roadways and public sidewalks and internal circulation with a comprehensive and interconnected system of drive aisles. Ingress and egress for the project site is provided via a driveway on Arrow Highway and a proposed easement with the adjacent property to the east to provide additional vehicular ingress/egress. The proposed use will generate some additional traffic to adjacent roadways, however, no expansion of existing roadways or construction of additional roadways will be required for the operation of this project.

The proposed project provides for adequate emergency vehicle access via a proposed vehicular entrance along Arrow Highway and via a proposed gated driveway located at the southwest corner of the project site.

The proposed project complies with all City Zoning Code requirements for setback, building height, landscaping, parking and intensity of use. The proposed project will be required to comply with all City requirements for grading, street lighting and parking area lighting, drainage, signs, mechanical and utility service equipment.

d. The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

The proposed project is designed in compliance with the City of Irwindale Commercial and Industrial Design Guidelines with respect to site design, building design, landscaping, parking layout and design, land use buffering, equipment screening, architectural design and detailing. The use of river rock, arched façades, and earth tone colors incorporate desired commercial design elements.

3. The City, as the Lead Agency, determined that the project as proposed is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15332 (Class 32; Infill Development Projects), which exempts infill development within urbanized areas that are consistent with the General Plan and Zoning, would not result in any significant traffic, noise, air quality, or water quality impacts, and can be adequately served by all utilities and public services.
4. Based upon the substantial evidence and conclusions set forth herein above, this City Council approves the Application subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

5. The Deputy City Clerk shall:
   
a. Certify to the adoption of this Resolution; and
b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, ADOPTED AND APPROVED this 28th day of June 2017.

Mark A. Breceda, Mayor

ATTEST:

__________________________________________________________________________
Laura M. Nieto, CMC
Deputy City Clerk

Resolution No. 2017-32-2930
Page 4 of 14
EXHIBIT “A”

CITY COUNCIL RESOLUTION NO. 2017-32-2930

Site Plan and Design Review (DA) No. 01-2017
Wendy’s
15768 Arrow Highway

A. GENERAL

1. The use and development authorized by this Site Plan and Design Review (DA) Permit allow for the development of a restaurant with a single drive-thru lane, substantially in conformance with the plans dated May 8, 2017.

2. A building permit shall be obtained within twelve (12) months from the date of approval. Thereafter, if the activities have been abandoned for ninety (90) or more days, the Site Plan and Design Review (DA) Permit approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension, the Community Development Director may grant an extension of this Site Plan and Design Review (DA) Permit approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the City Council for determination.

3. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.

4. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Site Plan and Design Review (DA) Permit No. 01-2017. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

5. The use and improvements authorized by this Site Plan and Design Review (DA) Permit shall conform to the plans as finally approved by the City (dated June 28, 2017) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Community Development Director, shall require the prior approval of the City Council pursuant to the amendment of the Site Plan and Design Review Permit.

6. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.
7. The Applicant shall maintain and use the project location and facility thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.

8. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.

9. The premises shall be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.

10. Security lighting fixtures shall be shielded and shall not project above the fascia or roof line of the buildings. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures.

11. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of any fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.

12. Prior to occupancy of the project, all users of the facility shall comply with the City of Irwindale C-2 zoning standards and regulations through the business license and zoning compliance process.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The Project shall be contingent upon the final approval of Tentative Parcel Map 74770.

2. Signage, including window signage, shall be reviewed and approved under a signage permit by the Community Development Department.

3. Any change in the proposed business operations may be subject to a modification of this Conditional Use Permit depending on the intensification of proposed changes.

4. Any proposed exterior changes to the property or building shall be subject to Community Development Department review and approval, prior to construction.

5. All landscaping for the project shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible. Landscaping shall be provided as shown on the
approved Conceptual Landscape and as modified pursuant to City Building Plan
Check review of Precise Landscape and Irrigation plans.

6. Landscape and irrigation plans shall be prepared by a licensed landscape architect,
and are subject to the approval of the Community Development Director and the City
Engineer. Landscape plans shall be consistent with the Commercial and Industrial
Design Guidelines. Vision clearance shall be maintained at all vehicle entrances and
exits.

7. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water
Efficient Landscape Standards and Guidelines."

8. A complete, permanent, automatic irrigation system shall be provided for all
landscaped areas.

9. All landscaped planters shall be surrounded by a six (6) inch horizontal concrete curb.

10. The following invasive plants shall not be used in landscaping:

- *Carpobrotus edulis* (ice plant)
- *Hedera helix, H. Hibernica, H. caneriensis* (English ivy, Irish ivy, Algerian ivy
- *Vinca Major* (periwinkle)
- *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
- *Cortaderia selloana, C. jubata* and all cultivars and varieties (pampas grass)
- *Retama monosperma, Genista monspessulana, Cytisus striatus, Cytisus scoparius,
  and Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
- *Acacia Cyclops* (acacia or western coastal wattle)
- *Myoporum laetum* (myoporum)
- *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary
  Island date palm)
- *Schinus terevithifolius* (Brazilian pepper)
- *Eucalyptus globules, E. camaldulensis* (eucalyptus, blue gum, and red gum)

11. At least 10 percent of the total gross land and parking areas of the site (in this case, ±
11,288 square feet) shall be landscaped.

12. Trees shall be planted in the parking area such that at maturity, 35 percent of the
passenger car parking space area shall be shaded. Landscape plans shall show the
radius of each tree at maturity and the calculation of required shade coverage at
maturity.

13. All plant material, including trees, shall be maintained in good condition and replaced
in the event they die or become diseased.

14. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in
accordance with all applicable codes.

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15. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs as allowed.

16. All masonry/block walls shall be decorative, consistent with the building design and the Commercial and Industrial Design Guidelines. The design of the walls shall be subject to the review and approval of the Community Development Department. No chain link fencing shall be allowed for permanent perimeter fencing applications.

17. The entrance to all driveways shall be concrete color mixed and stamped to simulate terracotta tiles.

18. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the City's Commercial and Industrial Design Guidelines.

19. Trash enclosures (6'-0" high min.) with solid metal self-closing and self-latching gates shall be provided. The enclosures shall be built with decorative materials to match the type, texture, and color of the materials used in the construction of the buildings. Gates shall remain closed at all times when the trash receptacles are not in use.

20. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.

21. A lighting plan shall be submitted for approval by the Community Development Director describing lighting fixtures for parking lot and building exterior lighting. Lighting fixtures shall be designed to shield light and/or directs light in a downward direction to minimize light spillover to adjacent residential areas.

22. Applicant shall obtain approval and permits from the Community Development Department and Building Division for all project signage prior to construction of any signs on the project site.

23. A temporary chain link fence with green screening shall be installed and maintained around the perimeter of the site at all times during construction.

24. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.

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1 Photo voltaic equipment is exempt from this requirement.

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25. Applicant/developer shall post “No Overnight/Unauthorized Parking" signs on the property to prevent unauthorized parking on the site.

C. PUBLIC WORKS/ENGINEERING DEPARTMENT

STREETS

1. All off-site improvements within the Public Right-of-Way, as shown in the proposed site plan, shall be performed in accordance with City Standards to the satisfaction of the City Engineer. Off-site improvements on Arrow Highway shall include: driveway approach, sidewalk, landscaped parkway, removal of existing driveway approaches, and replacement of curb and gutter as required.

2. The owner and/or developer shall design and construct a meandering sidewalk (minimum 5-foot width) and landscaped parkway (minimum 5-foot width) along the Arrow Highway street frontage.

3. A 10-foot street right-of-way along the Arrow Highway frontage shall be dedicated to the City of Irwindale for public sidewalk.

4. Adequate “on-site” parking shall be provided per City requirements, and streets abutting the development shall be posted “No Stopping Any Time.” The City will cause the offsite signs to be installed. The owner shall pay the actual cost of sign installation.

5. The owner/developer shall reimburse the City for the actual cost for the installation, replacement or modification of street name signs, traffic control signs, striping and pavement markings required in conjunction with the development.

6. Common driveways shall not be allowed unless approved by the City Engineer. Proposed driveways shall be located clear of existing fire hydrants, street lights, water meters, etc.

UTILITIES

8. Storm drains, catch basins, connector pipes, and appurtenances for the site specific storm drain system shall be designed and constructed in accordance with Los Angeles County standards and the City Engineer’s requirements. The owner/developer shall submit grading and drainage plans to the City Engineer for review and approval. The grading and drainage plans shall be prepared by a licensed civil engineer and comply with Los Angeles County grading permit requirements. A hydrology study shall be included with the drainage plan.

9. The owner/developer shall obtain a Storm Drain Connection Permit for the connection to the storm drain system.

10. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the City Engineer.
11. Sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the City Engineer. A sewer study shall be submitted along with the sanitary sewer plans.

12. A landscape irrigation system shall be installed within the public right-of-way along the Arrow Highway frontage, subject to the City Engineer’s approval. Separate meter(s) shall be installed to accommodate the connection of the irrigation system.

TRAFFIC

13. The owner/developer shall pay to the City 50% of the total cost of design, engineering, installation, construction management and inspection for improvements to the traffic signal at the intersection of Irwindale Avenue and Arrow Highway. The improvements shall consist of re-stripping to add a dedicated right-turn lane for the westbound approach, installation of video detection equipment and all necessary modifications to the traffic signal equipment, signal timing, lane configuration and striping. The resulting westbound approach will consist of one left-turn lane, two through lanes, and one dedicated right-turn lane. The estimated total cost of these improvements is $65,550.00. The City will design and cause construction of the improvements.

14. The owner/developer shall pay to the City 50% of the total cost of design, engineering, installation, construction management and inspection for improvements to the traffic signal at the intersection of Arrow Highway and Fourth Street. The improvements shall consist of installation of video detection equipment, and all necessary modifications to the traffic signal equipment, signal timing, lane configuration and striping. The estimated total cost of these improvements is $60,950.00. The City will design and cause construction of the improvements.

15. A Reciprocal Access Easement Agreement shall be prepared for the southerly driveway access between Parcel 1 and Parcel 2. This agreement shall be executed and recorded in the Office of the Los Angeles County Recorder.

FEES

16. That the owner/developer shall comply with all requirements of the County Sanitation District, make application for and pay the sewer maintenance fee.

17. That the owner/developer shall pay the connection fee upon application for storm water connection to the County of Los Angeles system.

MISCELLANEOUS

18. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP).
Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.

19. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.

BUILDING AND SAFETY

20. Building permits shall be obtained from the Building and Safety Division and all construction shall be in compliance with the Irwindale Building Code.

21. The Applicant shall submit site, floor, elevation plans that include all Life & Safety and Accessibility requirements as required by the current Los Angeles County Building Code for any proposed improvements to the existing facility.

22. Building plans for non-residential construction must contain the following items prior to its submittal for plan check:

- **Site Plan:** Lot size, locations and dimensions of property lines, adjacent streets, setbacks from property lines, locations of other structures, easements, north arrow, scale, contours/drainage pattern
- **General Notes:** Applicable codes, occupancy classification, type of construction, allowable area analysis, and occupant load analysis, plumbing fixture analysis, description of work, lot area, existing/proposed building area, material specifications.
- **Floor Plans:** Walls, partitions, doors and window locations and schedule, existing and intended room uses. Floor plan must identify all existing and new construction for all affected floors.
- **Roof Plan:** Roof drainage pattern, roofing material and slopes, locations of hips/valleys/ridges, eave overhang dimensions, attic vent locations, rooftop equipment locations.
- **Disabled Access Requirements:** Complete path of travel, parking spaces/loading areas, restroom facilities, ramps, curbs, counters, etc. All details must be cross referenced on the plan.
- **Exiting:** Occupant load analysis, exit locations and door schedule, required number of exits, required exit separation, travel distance, common path of egress, required fire rated separations, etc.
• **Exterior Elevations**: Wall covering material, plate and building heights, window/door locations, roofing material and slopes, attic vent locations, finish grade lines, veneers.

• **Cross Sections**: Full height and width, indicating framing, foundation, and insulation in at least two orthogonal directions.

• **Foundation Plan**: Locations of all new footings, anchor bolt and hold-down schedules, complete foundation details.

• **Framing Plan**: Size, spacing, and span of all floor and ceiling joists, roof rafters, valleys and hips, beams and headers. All lateral force resisting elements, including shear wall locations and schedule, and diaphragm construction specifications. Complete Structural Details shall be included.

• **Structural Analysis**: Calculations shall be provided to substantiate the structural plans where new structural elements are proposed or existing structural elements are altered. The structural calculations shall address both vertical and lateral forces, and shall be wet stamped and signed by a licensed Civil/Structural engineer or Architect registered in the state of California.

• **Schedules**: Doors and windows, exterior/interior finish, shear walls.

• **Manufactured Trusses**: Truss profiles, layout plan, and calculations from the truss manufacturer. Details all truss connections to interior/exterior walls.

• **Green Building**: Requirements, details, and notations shall be included in the plans.

• **Very High Fire Hazard Severity Zone**: All applicable details and notations per Chapter 7A

• **Other**: All plans & calculations shall follow City of Irwindale 2017 Building Code (2017 County of Los Angeles Building Code). Complete Soil Report with complete Grading, Drainage & Subdivision Package. Complete Mechanical, Electrical & Plumbing (MEP) submission package. Other agencies' (Fire, Health… etc.) approvals are required before Building Permit Issuance, an agency referral sheet shall be handed to the applicant at the time of submittal to Building & Safety.

**D. FIRE DEPARTMENT**

1. Prior to issuance of building permits the Applicant shall submit two sets of architectural plans to the Fire Prevention Engineering Office located at 231 W. Mountain Avenue, Glendora CA 91741. Plan sets shall contain a minimum of a site plan, floor plan(s), elevations, door and window schedules, wall details, and appropriate section details. The plans shall indicate the project address, assessor’s parcel number, type of construction, occupancy classification, area of each floor level and building area increase modifications in accordance with the Building Code. The site plan shall indicate the location of high voltage transmission lines near the property. Structures proposed to be constructed adjacent to high voltage transmission lines, within 100 feet of the drip line, shall be subject to additional review by the Fire Marshal with regard to Fire Department operational procedures. Based on the Fire Marshal review additional building construction requirements may be imposed on the project in accordance with Regulation #27.
2. Applicant shall indicate on plans, the project address, assessor’s parcel number, type of construction, occupancy classification, are of each floor level and building are increase modifications in accordance with the Building Code.

3. Prior to issuance of building permits the Applicant shall obtain approval from the Fire Department of a fire access plan which shall provide for a minimum unobstructed width of 26 feet, clear to the sky and Fire Department vehicular access to within 150 feet of all portions of exterior walls. Dead-end access roadways greater than 150 feet in length, shall be provided with an approved fire apparatus turnaround. The access width shall be increased to 28 feet when proposed buildings, or portions of buildings, are more than 3 stories, or more than 30 feet in height. The access roadway shall be located a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official. A 32 foot centerline turning radius is required at each change of direction in vehicle travel regardless of the required width (Fire Code 503.1.1 & 503.2.2.)

4. Prior to issuance of building permits the Applicant shall obtain Fire Department approval of the location of all existing public fire hydrants within 300 feet of all property lines and the hydrant size and dimensions to property lines, as well as all existing on site fire hydrants. Additional requirements, including the installation of additional fire hydrants, may be imposed, in accordance with applicable codes, regulations, standards and policies after the above information is reviewed.

5. The site plan shall show the location of all existing public fire hydrants within 300 feet (commercial building) of all property lines and call out the hydrant size and dimensions to property lines. Additionally, show all existing on-site fire hydrants.

6. The required fire flow for public fire hydrants at the project site is 6000 gallons per minute at 20 psi for duration of 4 hours over and above daily domestic demand in accordance with Fire Code Appendix B, Table B105.1. A 50% reduction in required fire flow may be applied for the installation of automatic fire sprinklers. 903.3.1.1.

7. Prior to issuance of building permits the Applicant shall complete and return to the Fire Department the original “Fire Flow Availability” Form No 196.

8. Additional requirements, including the installation of additional fire hydrants, may be imposed, in accordance with applicable codes, regulations, standards and policies after the above information is reviewed.

9. All required public fire hydrants shall be tested and accepted prior to beginning construction per Fire Code 501.4.

10. Access areas shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires all weather access.

11. All fire lanes shall be clear of all encroachments and shall be maintained in accordance with Title 32 (County of Los Angeles Fire Code).
with Title 32, County of Los Angeles Fire Code.

12. The Applicant shall provide approved signs or other approved notices or markings that include the words "NO PARKING - FIRE LANE". Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background. Signs shall be provided for fire apparatus access roads, to clearly indicate the entrance to such road, or prohibit the obstruction thereof and at intervals, as required by the Fire Inspector per Fire Code 503.3

13. Approved building address numbers, building numbers or approved building identification shall be provided and maintained so as to be plainly visible and legible from the street fronting the property. The numbers shall contrast with their background, be Arabic numerals or alphabet letters, and be a minimum of 4 inches high with a minimum stroke width of 0.5 inch (Fire Code 505.1).

14. Plans showing underground piping for private on-site fire hydrants shall be submitted to the Sprinkler Plan Check Unit for review and approval prior to installation per Fire Code 901.2 and County of Los Angeles Fire Department Regulation 7.

15. An approved automatic fire sprinkler system is required for the proposed building within this development. Submit design plans to the Fire Department Sprinkler Plan Check Unit for review and approval prior to installation.

16. The site plan shall indicate the location of high voltage transmission lines near the property. Structures proposed to be constructed adjacent to high voltage transmission lines, within 100 feet of the drip line, shall be subject to additional review by the Fire Marshal with regard to Fire Department operational procedures. Based on the Fire Marshal review additional building construction requirements may be imposed on the project in accordance with Regulation #27.
AGENDA REPORT  JUN 28 2017

Date:    June 28, 2017
To:      Honorable Mayor and Council Members
From:    John Davidson, City Manager
Issue:   A Resolution of the City Council of the City of Irwindale  
         Naming the Community Center at 16102 Arrow Highway

City Manager’s Recommendation:  Open and close the public hearing.

Analysis:  The public hearing notice for this item was inaccurate, as it did not  
           indicate the correct address for the building to be named. The notice will be re-  
           published in the San Gabriel Valley Tribune and posted in three locations for the  
           meeting of July 12, 2017 with the correct address of 16034 Calle Del Norte.

Fiscal Impact:  (Initial of CFO)

Legal Impact:  Approved electronically by City Attorney Galante (Initial of Legal Counsel)

Prepared By:  Iris Espino, Business License Clerk - Phone: (626) 430-2252

Reviewed By/Contact Person:  William K. Tam, Public Works Director/City Engineer -  
                              Phone: (626) 430-2212

John Davidson, City Manager
The Irwindale SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY met in regular session at the above time and place.

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

Absent: Mayor Mark A. Breceda

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

RECESS TO CLOSED SESSION At 6:00 p.m., the Successor Agency recessed to Closed Session to discuss the following:

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

Property: Gore Point Vacant Lot APN 8532-001-900

Negotiating Parties: Successor Agency and Irwindale Partners LP

Under Negotiation: Price and terms of sale

ACTION: Discussed; direction provided; no further reportable action taken

RECONVENE IN OPEN SESSION At 7:24 p.m., the Successor Agency convened in Open Session.

SPONTANEOUS COMMUNICATIONS There were no speakers.

CONSENT CALENDAR

MOTION A motion was made by Councilmember Burrola, seconded by Councilmember Ortiz, 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. 1A1 MINUTES

The following minutes were approved:

1) Regular meeting held May 10, 2017
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 7:25 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: 11,155.19
The Irwindale CITY COUNCIL, HOUSING AUTHORITY, JOINT POWERS AUTHORITY, AND RECLAMATION AUTHORITY met in special joint session at the above time and place.

ROLL CALL: Present: Council/Authority members Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem/Vice Chair Albert F. Ambriz; Mayor/Chair Mark A. Breceda

Also present: John Davidson, City Manager/Executive Director; Adrian Guerra, Assistant City/Authority Attorney; William Tam, Director of Public Works / City Engineer; Anthony Miranda, Police Chief; Eva Carreon, Director of Finance; Gus Romo, Director of Community Development; Mary Hull, Human Resources Manager, and Laura Nieto, Deputy City Clerk/Assistant Authority Secretary

SPONTANEOUS COMMUNICATIONS There were no speakers.

NEW BUSINESS

ITEM NO. 1A FISCAL YEAR 2017-2018 BUDGET WORKSHOP

DIRECTOR CARREON Director Carreon made a PowerPoint presentation that included the preliminary figures for the 2017/18 budget, revenues/expenditures prior to budget requests, and budget requests provided by departments to add to the budget. After the Council provides direction on which items to approve or deny, the presentation will continue with a revised budget summary and fund balance, pending and upcoming budget impacts (including PERS rates, the class and compensation study, and labor negotiations), and future projections on fund balances based on said impacts.

COUNCILMEMBER BURROLA Councilmember Burrola asked whether there will be capital one-time funding available next year, to which Director Carreon advised that it would depend on which projects come up. She expressed her hope that such projects would generate funding due to building and plan-check revenues.

COUNCILMEMBER ORTIZ Responding to a question by Councilmember Ortiz, Director Carreon advised that the deficit as delineated in the presentation does not include any changes in staff positions and the costs these would incur.
COUNCILMEMBER GARCIA

Councilmember Garcia asked clarifying questions about certain work positions, to which Director Carreon advised that some positions are currently frozen. Also, it has been administratively decided to include some of the departments' requests into the budget, while others were denied. However, the Council is ultimately may approve requests that were declined administratively.

CITY MANAGER DAVIDSON

City Manager Davidson added that some departments may also request to remove their special requests due to changes in circumstances.

COUNCILMEMBER ORTIZ

Responding to a question by Councilmember Ortiz, Director Carreon advised that the projected deficit would increase with each additional department request that is approved by the Council.

COUNCILMEMBER BURROLA

Councilmember Burrola commented on aging infrastructure and equipment, to which Director Carreon stated that many buildings and pieces of equipment require regular, ongoing maintenance, and that the timely replacement of such equipment has been deferred to the point that it now costs more to repair them than to replace them.

MAYOR PRO TEM AMBRIZ

Responding to a comment by Mayor Pro Tem Ambriz, Director Carreon indicated that unused amounts for maintenance have been carried forward from last year.

COUNCILMEMBER ORTIZ

Councilmember Ortiz asked whether it is necessary to provide funding for an additional Senior Center staff member to attend the CPRS conference, City Manager Davidson spoke on the benefits of having an additional person attend. He also clarified that two staff members attended the conference this year since additional funding was found to fund the second staffer's attendance; usually, only one staff member attends.

SUZANNE GOMEZ

Suzanne Gomez spoke on the Council's authority to approve budget requests, and asked about funding the contract with Gonsalves & Son as lobbyists, to which City Manager Davidson advised that the firm has previously assisted the city with the state audit. Additionally, the public relations firm was previously hired to assist with issues relating to Huy Fong and the state audit. However, after reviewing the material that the public relations firm provided, staff decided that the work it can produce would be superior, though it may be decided later to retain a firm to assist with the upcoming Material Recovery Facility project.
MOTION
A motion was made by Mayor Breceda, seconded by Mayor Pro Tem Ambriz, to recommend approval of staff’s operating budget requests, as delineated in the PowerPoint presentation, at the budget public hearing scheduled for June 14, 2017, with Councilmember Garcia, Mayor Pro Tem Ambriz, and Mayor Breceda voting in favor of retaining the lobbying services of Gonsalves & Sons, Councilmember Ortiz voting in favor of all except retaining Gonsalves & Sons. The motion was approved.

COUNCILMEMBER GARCIA
Responding to a question by Councilmember Garcia, Deputy City Clerk Nieto advised that the records management system that the city currently utilizes is no longer being supported by the company that produced it. The program’s server also is outdated. The program being proposed for purchase will likely be supported for many years to come. She added that the data contained in the old server will be migrated to the new one by BreaIT, to which Councilmember Garcia suggested soliciting bids for IT services.

COUNCILMEMBER BURROLA
Councilmember Burrola asked about the proposed purchase of a new phone system, to which Housing Coordinator Olivares advised that the current phone system is 18 years old, antiquated, and is cost-prohibitive to maintain. Also, the desktop phones are refurbished and cannot be repaired if necessary. The necessary infrastructure for the proposed phone system, which would use “voice over internet protocol” is already in place.

COUNCILMEMBER GARCIA
Councilmember Garcia suggested that perhaps some IT service costs can potentially offset the costs of the new phone system, to which Housing Coordinator Olivares indicated that IT services will be sent out for RFP’s since the upcoming fiscal year is the last under contract with BreaIT. She noted that BreaIT has not increased its fee structure for the past five years, so she is unsure whether the city would be able to achieve any savings when locating and securing a contract with the same or a new vendor for IT services.

Councilmember Garcia then asked how the new system would affect payouts to employees for cell phone use, to which Housing Coordinator clarified that the new phone system would be for use while at the office; cell phones would be used while away from the office. However, any potential savings can be analyzed.

COUNCILMEMBER ORTIZ
Responding to a question by Councilmember Ortiz, Housing Coordinator Olivares advised that a new greeting would be recorded for the new phone system.

COUNCILMEMBER BURROLA
Councilmember Burrola asked about the replacement of police vehicles, to which Chief Miranda advised that the city does not have a vehicle replacement policy since it would be cost-prohibitive. Staff maintains the vehicles as best it can until they reach a point where it is cost-prohibitive to continue using the vehicles.
Responding to a question by Mayor Pro Tem Ambriz, Chief Miranda advised that COPS funds cannot currently be used to purchase a new vehicle since the funds are being held for potential emergencies that could arise.

Mayor Breceda asked about necessary repairs at the rock church, to which Director Tam advised that the roof needs to be repaired, the windows are deteriorated, the side of the building needs to be maintained to drive away water, the interior walls need repairs and will need to be repainted.

A motion was made by Mayor Breceda, seconded by Mayor Pro Tem Ambriz, to recommend approval of staff’s capital requests, as delineated in the PowerPoint presentation, at the budget public hearing scheduled for June 14, 2017. The motion was unanimously approved.

Mayor Breceda spoke in favor of approving an Assistant City Manager position, noting that the city ran into a predicament during the time that the City Manager was unavailable. He stated that the Chief of Police needs somebody to be a “second in command”, and that the city needs one also.

Director Carreon clarified that a new position is not being added, and explained the costs associated with approving the unfreezing of the Assistant City Manager position.

Mayor Pro Tem Ambriz asked about the duties that the Housing Coordinator currently performs, to which Director Carreon advised that the same person would perform these duties as well as the Assistant City Manager duties.

Councilmember Ortiz asked about the differences between the Assistant City Manager and the Assistant to the City Manager positions, to which Director Carreon advised that the duties of the respective positions are delineated in the Class and Compensation study.

City Manager Davidson added that, as City Manager, he has asked for a reduction in staff members who report directly to him, from 12 to about five or six, ideally. He advised that, when the former Assistant City Manager retired, many of her duties were picked up by the Housing Coordinator.

Councilmember Ortiz noted that the city decided in 2013 that it was not in a position financially to fund the Assistant City Manager position, and asked whether the city is in a position financially now to justify the unfreezing of the position, to which City Manager Davidson briefly discussed the costs of the position, and added that the Housing Coordinator knows the community, the organization,
and the residents, and would make a wonderful transition to the Assistant City Manager position. However, the Council may decide to discuss this position at a time when it is more financially palatable.

Councilmember Ortiz suggested approving the Assistant to the City Manager position and give it some time to see how it works out, to which City Manager Davidson indicated that the Assistant to the City Manager position would not resolve the issue with the direct reports. He also noted that the Assistant City Manager and Assistant to the City Manager positions are vastly different.

MAYOR BRECEDA Mayor Breceda spoke in support of approving the unfreezing of the Assistant City Manager position, and recommended appointing the current Housing Coordinator to this position. He said he has observed her role in important city issues and noted that some costs would be absorbed by special mining tax and housing funds.

MAYOR PRO TEM AMBRIZ Mayor Pro Tem Ambriz also spoke in support of unfreezing the Assistant City Manager position.

COUNCILMEMBER BURROLA Councilmember Burrola stated his opinion that the city has done very well without an Assistant City Manager for four years, and, noting the city’s current financial situation, spoke against unfreezing the position until the PERS situation is under control.

COUNCILMEMBER ORTIZ Councilmember Ortiz stated that he is not ready to unfreeze the position.

COUNCILMEMBER GARCIA Responding to a question by Councilmember Garcia, Assistant City Attorney Guerra advised the Council to avoid referring to specific individuals during these discussions.

DIRECTOR CARREON Director Carreon continued her presentation and discussed the request for the reclassification of one of the part-time Recreational Aide/Assistant Pool Manager positions to a permanent part-time Departmental Aide. She noted that the goal is for this position to be available to assist other departments, such as the Senior Center.

MAYOR PRO TEM AMBRIZ Mayor Pro Tem Ambriz spoke in support of the proposed reclassification.

COUNCILMEMBER BURROLA Responding to several questions by Councilmember Burrola, Director Carreon advised that the proposed reclassification has not been included in past budget requests, though she noted that the Council has discussed it previously. She added that the reclassification would include benefits for the employee.

DIRECTOR CARREON Director Carreon continued with her presentation and discussed the proposed reclassification of HR Technician to Senior HR Analyst, as
well as the proposed Finance Technician position, which should provide the Finance Department with support to pursue additional projects, which could bring revenue to the city.

MAYOR PRO TEM AMBRIZ

Mayor Pro Tem Ambriz noted that the Council has previously approved a part-time position for the Finance Department. He also spoke in support of the reclassification to Senior HR Analyst.

COUNCILMEMBER ORTIZ

Councilmember Ortiz asked whether the proposed Finance Technician position would be opened to the public for applications, to which Director Carreon suggested that it would be appropriate to do an in-house promotion since there are minimum requirements that the position would require. If, for any reason, in-house employees do not meet the requirements, then it would go out to the public.

COUNCILMEMBER GARCIA

Councilmember Garcia asked whether the Finance Technician’s duties would include grant writing, to which Director Carreon indicated that the HR Manager is the grants administrator and works with the various departments to ensure they meet requirements for grants. Also, the Finance Analyst is currently performing the tasks of the Finance Technician’s duties, which prevents her from learning and developing grants.

COUNCILMEMBER BURROLA

Councilmember Burrola questioned the need to approve these reclassifications at this time, noting that these approvals would cause the city to incur more costs, to which Director Carreon stated that staff feels they merit consideration by the Council. Councilmember Burrola reiterated that he would like to review the city’s complete financial situation before considering these requests.

MAYOR BRECEDA

Mayor Breceda stated that he is also concerned about rising PERS rates, and stated that these types of unforeseen circumstances are the reasons why the city has an established reserve fund. He noted that city employees have tightened their belts for many years and that now that the city is doing better financially, it is time to compensate staff, or risk losing them to other cities.

COUNCILMEMBER BURROLA

Councilmember Burrola noted that the reserve fund can be depleted quickly if the Council is not careful.

MAYOR PRO TEM AMBRIZ

Mayor Pro Tem Ambriz expressed his confidence in the city’s ability to survive its financial challenges.

CITY MANAGER DAVIDSON

City Manager Davidson noted that many city positions do not currently have job descriptions and advised that perhaps their current titles do not accurately reflect their current duties. He stated that staff will return to the Council to discuss the extent that the recommendations made in the study will be implemented.
Responding to a question by Councilmember Burrola regarding the proposed Maintenance Worker II position, Director Carreon advised that the Public Works Director feels that the duties and experience of the proposed position warrants the reclassification.

Councilmember Burrola suggested that all employees have the opportunity to apply for this reclassification, to which Director Tam stated that this position would be subject to the meet-and-confer process with the appropriate employee bargaining unit. He spoke on how the reclassification would be financed, the differences between this position and Maintenance Worker I, and noted the department's intent to establish a maintenance unit which will focus on a heavily trafficked, mining-impacted area.

Councilmember Burrola asked how one would advance from a Maintenance Worker I position to a II, to which Director Tam advised that employees would gradually be given more complex assignments, such as those related to infrastructure maintenance. After several years, the employee's supervisor would determine whether the employee can be promoted to the Maintenance Worker II position. He reiterated that the position would still need to go through the meet-and-confer process, but staff hopes that an employee's potential promotion would be subject to the Director of Public Works and the Public Works Supervisor.

Responding to an additional question by Councilmember Burrola, Director Tam noted that there are currently zero Maintenance Worker II position vacancies. However, staff is trying to allow for employees' growth within the department in order to retain the skilled, experienced workers.

Responding to a question by Councilmember Garcia, Assistant City Attorney Guerra advised that Council's action tonight pertains to the budgeting for the potential position reclassifications/changes.

Responding to a question by Councilmember Ortiz, Director Tam advised that no new positions were being requested.

Councilmember Garcia stated his preference that all employees receive something rather than just a few employees, to which City Manager Davidson indicated that the Council has two opportunities to address compensation for employees: one being through the class and compensation study. He noted that some employees are being paid above the range suggested in the study, and that these employees would probably not receive any adjustment to their pay. The second opportunity comes through labor negotiations, which would impact all three employee bargaining units.

Councilmember Garcia noted that the classification and compensation study was received and filed.
A motion was made by Mayor Breceda, seconded by Mayor Pro Tem Ambriz, to recommend approval of staff's personnel requests, as delineated in the PowerPoint presentation, at the budget public hearing scheduled for June 14, 2017.

Councilmember Burrola requested to find out more information about the coming raise in PERS rates before voting on this matter.

The above-mentioned motion was approved, with Councilmember Burrola opposed, Councilmember Ortiz abstaining, and all others voting in favor.

Fred Barbosa stated his opinion that there exists an inequity in compensations between resident employees versus non-resident employees. He suggested giving raises to non-resident employees to bring them up to resident employee levels.

Director Carreon continued her presentation. She advised that the city has deferred the purchase of capital equipment to the point where some of the old equipment requires too much maintenance and is not worth keeping. Part of the necessary replacement include two heavy-duty trucks for the Public Works Department. Staff is also requesting that $30,000 be added to the Olive Pit fund, which is necessary to maintain the property. Staff that operates out of the pit needs a heavy-duty vehicle to move about. Also, a block wall needs to be installed; staff is requesting an additional $282,500 for the wall.

Councilmember Garcia suggested also purchasing vehicles for the Recreation Department.

Director Tam noted the current state and age of the vehicles currently being used by staff, and noted that the staff that operates out of the pit needs a four-wheel vehicle to climb into and out of the pit.

A motion was made by Mayor Breceda, seconded by Mayor Pro Tem Ambriz, to recommend approval of staff's budget requests for other funds, as delineated in the PowerPoint presentation, at the budget public hearing scheduled for June 14, 2017. The motion was unanimously approved; Councilmember Ortiz abstaining.

Responding to a question by Mayor Breceda, Public Works Maintenance Supervisor Rodriguez noted that the Public Works vehicles being used at the parks are about 15 years old.

Responding to several questions by Councilmember Burrola, Director Carreon advised that PERS has provided an estimate for the next seven years, while PARS has indicated the interest rates for the next two years.
Councilmember Burrola stated that the city will really feel a financial strain in a few years due to these increases, to which Director Carreon advised that PERS has sent this information this far in advance so that cities can prepare for it.

COUNCILMEMBER GARCIA

Replying to a request by Councilmember Garcia, Director Carreon discussed the estimated financial impact of the rate increases, which are estimated to be about $2 million cumulatively. She added that any decisions made regarding employee positions would also impact those numbers.

COUNCILMEMBER BURROLA

Responding to a comment by Councilmember Burrola, Mayor Breceda predicted that many cities can claim bankruptcies in a few years. He expressed his hope that the state government would step in and help address these rate increases.

MAYOR PRO TEM AMBRIZ

As requested by Mayor Pro Tem Ambriz, City Manager Davidson advised that the city has many future developments in sight, such as the Kincaid, Vulcan, and Reliance pits. He stressed the need to act cautiously in light of the upcoming expenses.

COUNCILMEMBER ORTIZ

As requested by Councilmember Ortiz, City Manager Davidson stated that staff will bring forward short-term and long-term plans for Council consideration.

Responding to a question by Councilmember Ortiz, Director Carreon advised that it would cost the city approximately $1 million per year should the Council approve the salary increases suggested in the classification and compensation study.

MARLENE CARNEY

Marlene Carney stated that the city has the potential of increasing revenue through its availability of land.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:28 p.m.

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

ROLL CALL: Present: Authority Members Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Vice Chair Albert F. Ambriz

Absent: Chair Mark A. Breceda

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

SPONTANEOUS COMMUNICATIONS None.

CONSENT CALENDAR

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

ITEM NO. 1A1 MINUTES

The following minutes were approved:

1) Regular meeting held April 26, 2017

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PROPERTY LOCATED AT 4826 BACA AVENUE (APN: 8417-033-010)

AUTHORITY ATTORNEY GALANTE Authority Attorney Galante introduced the report and noted that the matter will need to be considered at a future meeting due to a lack of quorum tonight.
There being no further business to conduct, the meeting was adjourned at 7:27 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary
The Irwindale HOUSING AUTHORITY met in special session at the above time and place.

**ROLL CALL:**
Present: Authority Member H. Manuel Ortiz; Vice Chair Albert F. Ambriz; Chair Mark A. Breceda

Absent: Authority Members Larry G. Burrola and Manuel R. Garcia,

Also present: John Davidson, Executive Director; Fred Galante, Authority Attorney; Armando Hegdahl, Acting Assistant Authority Secretary

**SPONTANEOUS COMMUNICATIONS**
None.

**NEW BUSINESS**

**ITEM NO. 1A**
APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PROPERTY LOCATED AT 4826 BACA AVENUE

**AUTHORITY ATTORNEY** Authority Attorney Galante discussed the staff report.

**VICE CHAIR AMBRIZ**
Responding to a question by Vice Chair Ambriz, Authority Attorney Galante indicated that, should site cleanup costs exceed $59,000, the Housing Authority may request financial assistance from the property owner, or it may authorize Executive Director Davidson to authorize the expense up to his signing authority of $20,000.

Vice Chair Ambriz briefly noted the extensive cleanup efforts that would be required for the site.

**MOTION**
A motion was made by Vice Chair Ambriz, seconded by Authority Member Ortiz, to adopt:

**RESOLUTION NO. HA 2017-01-061**
"A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY APPROVING THE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS FOR THE PROPERTY LOCATED AT 4826 BACA AVENUE," reading by title only and waiving further reading thereof, and authorize Executive Director Davidson to spend up to his signature limit of $20,000 to further fund site cleanup costs,
should said costs exceed $59,000. The motion was unanimously approved; Authority Members Burrola and Garcia absent.

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 11:10 a.m.

Laura M. Nieto, CMC
Assistant Authority Secretary