CITY OF IRWINDALE

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

NOTICE AND AGENDA FOR THE *AMENDED* SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

RECLLAMATION AUTHORITY

December 13, 2023

SPECIAL MEETING – 5:30 P.M.
REGULAR MEETING – 6:30 PM

CLOSED SESSION – CONFERENCE ROOM
OPEN SESSION – CITY COUNCIL CHAMBER

H. MANUEL ORTIZ - Mayor
ALBERT F. AMBRIZ - Mayor Pro Tem
MARK A. BRECEDA - Councilmember
LARRY G. BURROLA - Councilmember
MANUEL R. GARCIA - Councilmember

Via View Only Zoom Webinar: https://us02web.zoom.us/j/87104592389
Listen Over Phone: 1-669-900-6833; Webinar ID: 871-0459-2389

In the event that a Zoom broadcast is unavailable, staff will promptly notify the public through its social media platforms. The public meeting will proceed in accordance with The Brown Act.

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 and Government Code section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can be found on the City's website: https://www.irwindaleca.gov/DocumentCenter/View/8075/AB-2449-Reasonable-Accommodation-Policy. If you need special assistance to participate in a City Council or Commission meeting or other services offered by this City, including an electronic or printed copy of the City's reasonable accommodation policy, please contact City Hall at (626) 430-2200. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL

SPECIAL MEETING– 5:30 P.M.

1. CALL TO ORDER

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

3. AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

4. SPONTANEOUS COMMUNICATIONS

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

CONSENT CALENDAR*

A. Consideration of approval of Reformation of Development Agreement between the City of Irwindale and Irwindale Partners II, LLC dated February 12, 2020 and approval of Consents to Assignments to the Development Agreement to Park Building 1, LLC as to Parcel 1 and to Park Building 2, LLC as to Parcel 2

Recommendation: 1) Approve reformation of the Development Agreement between the City of Irwindale and Irwindale Partners II, LLC dated February 12, 2020 ("DA") to clarify designation of developer to be Irwindale Partners, L.P. under Civil Code Section 3399, and 2) authorize the City Manager to execute the reformation subject to City Attorney approval as to form; and Approve consent to assignments of the DA to Park Building 1, LLC as to Parcel 1 and to Park Building 2, LLC as to Parcel 2, and authorize the City Manager to execute such consents subject to City Attorney approval as to form.

5. RECESS TO CLOSED SESSION

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

Title: City Manager

B. Conference with Legal Counsel—Anticipated Litigation
Significant Exposure to Litigation
Pursuant to Government Code section 54956.9 (d)(2), (e)(1)]

A point has been reached where, in the opinion of the City Council, upon the advice of its legal counsel based on existing facts and circumstances, that there is significant exposure to litigation against the City. The facts and circumstances are those that might result in litigation against the City but which the City believes are not yet known to a potential plaintiff or

plaintiffs, which facts and circumstances need not be disclosed. One case.

C. Conference with Real Property Negotiator
Pursuant to California Government Code Section 54956.8

Property: Las Casitas (5164 Ayon Avenue)
Parties: Northridge Group & Housing Authority
Under Negotiation: Price and terms of potential sale

Property: 16154 Arrow Highway (APNS 8417-029-024 and 025)
Agency negotiator: Fernando Lopez, Housing Coordinator
Negotiating parties: Rudolfo A. Dominguez Trustee
Under negotiation: Price and terms of payment

D. Conference with Legal Counsel – Existing Litigation
[Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)]
Name of Case: Five Points, LP vs. City of Irwindale
Case Number: 22STCV01394

6. RECONVENE IN OPEN SESSION

7. REPORT FROM CLOSED SESSION

8. ADJOURNMENT

Amended on Tuesday, December 12, 2023 at 3:45 p.m. to include Consent Calendar Item A on the special meeting agenda

OPEN SESSION – 6:30 P.M.

9. CALL TO ORDER

10. PLEDGE OF ALLEGIANCE

11. INVOCATION

12. AB 2449 DISCLOSURES
Remote participation by a member of the legislative body for just cause or emergency circumstances

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

14. CHANGES TO THE AGENDA

15. COUNCIL MEMBER TRAVEL REPORTS

16. REORGANIZATION OF CITY COUNCIL

A. Reorganization of the City Council
Department: City Clerk

Recommendation: Councilmembers elect Mayor and Mayor Pro Tempore.

17. ROLL CALL OF NEWLY SEATED CITY COUNCIL

18. COUNCIL MEMBER COMMENTS

19. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

A. Introduction of Michelle Salgado, Administrative Secretary

20. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Legislative Update by Senator Susan Rubio

B. Recognition on the retirement of Engineering Executive Secretary Laura Snyder

C. Irwindale Chamber of Commerce Business of the Month - Ford Benefits Group

D. Certificates of Recognition to All City Departments

21. CONSENT CALENDAR

A. Minutes of Special and Regular Meetings held November 8, 2023
Department: City Clerk

Recommendation: Approve the following minutes:

B. Warrants / Demands / Payroll
Department: Finance

Recommendation:

C. Amend Personnel Rules and Update Unrepresented Part-Time Benefits Resolution to Comply with the New California Sick Leave Law (SB 616)
Department: Human Resources

Recommendation:

1. Adopt Resolution No. 2023-88-3466 entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 14.20.7 OF THE CITY IRWINDALE PERSONNEL

RULES REGARDING SICK LEAVE BENEFITS PURSUANT TO SB 616 FOR PART-TIME, TEMPORARY AND SEASONAL EMPLOYEES."

2. Adopt Resolution No. 2023-87-3465 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2021-117-3239, AND ESTABLISHING THE BENEFITS FOR UNREPRESENTED UNCLASSIFIED NON-PERMANENT, AND PERMANENT PART-TIME AT-WILL CITY EMPLOYEES."

D. Investment Policy Review and Delegation of Investment Authority
Department: Finance

Recommendation: It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority **adopt Joint Resolution No. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, and RA 2023-03-038 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY."

E. Accepting and Approving the Appropriation of Donated Funds from the Irwindale Community Foundation
Department: City Clerk

Recommendation: It is recommended that the City Council **adopt Resolution No. 2023-94-3472** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING AND APPROVING THE APPROPRIATION OF DONATED FUNDS FROM THE IRWINDALE COMMUNITY FOUNDATION FOR THE USE OF CIVICPLUS (FORMERLY KNOWN AS CIVICCLERK) AGENDA MANAGEMENT SOFTWARE."

F. Development Impact Fee Compliance Report Required Pursuant to Government Code § 66006.
Department: Finance

Recommendation: That the City Council review, receive and file the Development Impact Fee Compliance Report for Fiscal Year ending June 30, 2023.

G. Approval of the 2024 Local Appointments List
Department: City Clerk

Recommendation: **Adopt Resolution No. 2023-96-3474** entitled, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2024 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME" reading by title only and waiving further reading thereof.

H. Fee Waiver for Use of City Facility for a Four-Day Vote Center for the March 5, 2024 Presidential

Primary Election
Department: City Clerk

Recommendation: **Adopt Resolution No. 2023-87-3465** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER FOR THE LOS ANGELES COUNTY REGISTRAR RECORDER, WAIVING CITY FACILITY RENTAL FEES FOR A VOTE CENTER FOR THE MARCH 5, 2024 PRESIDENTIAL PRIMARY ELECTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE VOTE CENTER FACILITY USE AGREEMENT FOR THE PRESIDENTIAL PRIMARY ELECTION AND GENERAL ELECTIONS IN 2024, AND VOTE CENTER ELECTION PLAN FOR THE MARCH 5, 2024 PRESIDENTIAL PRIMARY ELECTION

I. Contract Approval - Placeworks Amendment #1
Department: Community Development

Recommendation: That the City Council approve the attached contract Amendment No. 1 with PlaceWorks, Inc. for the preparation of an Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 13620 Live Oak Lane, Irwindale, CA 91706.

J. Project Reimbursement Agreement - KP Irwindale Owner, LLC
Department: Community Development

Recommendation: That the City Council approve the attached Amended and Restated Project Reimbursement Agreement with KP Irwindale Owner, LLC for the reimbursement of costs associated with processing and negotiating permits, entitlements and proposed Conditions of Approval of the Project, including all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as Lead Agency and costs incurred by the City's Attorney's office.

K. Retroactively approve a fee waiver for use of the City's two (2) changeable message signs (CMS) by Our Lady of Guadalupe Church
Department: Administration

Recommendation: That the City Council adopt Resolution No. 2023-99-3477 entitled: "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RETROACTIVELY APPROVING A FEE WAIVER FOR OUR LADY OF GUADALUPE CHURCH'S USE OF THE CITY'S TWO (2) CHANGEABLE MESSAGE SIGNS (CMS)."**

L. Request to approve Amendment No. 2 to the Professional Consulting Contract with Environmental Science Associates (ESA) to complete the preparation of an updated Housing Element, Safety Element, and development of an Environmental Justice Element and the appropriate Environmental Review document in compliance with State Law.
Department: Community Development

Recommendation:

1. Approve Amendment No. 2 to the Professional Consulting Contract with Environmental

Science Associates (ESA) for a budget amendment in the amount of $167,935 to complete the Housing Element, Safety Element, and Environmental Justice Element and environmental document; and

2. Approve Resolution No. 2023-098-3476 entitled, "A Resolution of the City Council of the City of Irwindale, California, Amending the Fiscal Year (FY) 2023/2024 Budget by Appropriating $167,935 for Amendment No. 2 to the Professional Consulting Contract with Environmental Science Associates (ESA) to Complete the Preparation of the Housing Element, Safety Element, and Development of an Environmental Justice Element, and the Appropriate Environmental Review Document"

22. 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.

Any public member addressing the Board shall limit his or her address to three (3) minutes regarding the subject under discussion. If a member of the public wishes to donate their time to another speaker, both persons must be physically present and in attendance of the meeting. In no event shall any donations of time exceed six minutes of total speaking time per person on any one item. The Presiding Officer may, in his or her discretion, extend the 3-minute time limitation for the particular subject under discussion for all speakers. In no event shall the total amount of speaking time exceed 6 minutes per person for the subject under discussion. Organized group of persons wishing to address the Board on the same subject matter, should select a spokesperson to represent the group, so as to avoid unnecessary repetition. The City Council may regulate a speaker who is speaking too long, being unduly repetitious, or extending discussion of irrelevancies.

Public comments will be heard in the following order:

1. Comments e-mailed to cityclerk@irwindaleca.gov
2. In-person attendees

23. NEW BUSINESS

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

A. Mayor's Appointments of Delegates and Alternates
Department: City Clerk

Recommendation: **Adopt Resolution No. 2023-82-3460** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY" reading by title only and waiving further reading thereof.

B. Appointment of a Parks & Recreation Commissioner
Department: City Clerk

Recommendation: **Adopt Resolution No. 2023-83-3461** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING ONE MEMBER TO THE PARKS AND RECREATION COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

C. Appointment of a Planning Commissioner
Department: City Clerk

Recommendation: **Adopt Resolution No. 2023-84-3462** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING ONE MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

D. Appointment of Two Senior Citizen Commissioners
Department: City Clerk

Recommendation: **Adopt Resolution No. 2023-85-3463** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

E. Appointment of a Planning Commissioner to Fill an Unscheduled Vacancy for a term expiring December 31, 2025
Department: City Clerk

Recommendation: **Adopt Resolution No. 2023-95-3473** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE TO FILL AN UNSCHEDULED VACANCY FOR A TERM EXPIRING DECEMBER 31, 2025" reading by title only and waiving further reading thereof.

F. Appointment of a Planning Commissioner to Fill an Unscheduled Vacancy for a term expiring December 31, 2026
Department: City Clerk

Recommendation: **Adopt Resolution No. 2023-86-3464** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE TO FILL AN UNSCHEDULED VACANCY" reading by title only and waiving further reading thereof.

24. PUBLIC HEARINGS

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

A. Public Hearing and Second Reading of Ordinance No. 773 Pertaining to Adoption of Proposed Chapter 3.56 of Title 3 of the Irwindale Municipal Code Related to an Affordable Housing Non-Residential Development Linkage Fee; and Public Hearing and Consideration of Resoluton No. 2023-91-3469 Pertaining to the Adoption of a Fee Schedule under Proposed Chapter 3.56
Department: Community Development

Recommendation: That the City Council conduct the duly noticed public hearing related to a proposed Non-Residential Linkage Fee, and after concluding the public hearing, take the following actions:

1.) Read by title only, waive further reading of, and adopt on second reading the following Ordinance:

Ordinance No. 773, entitled **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 3.56 ("AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE") TO TITLE 3 ("REVENUE AND FINANCE") OF THE IRWINDALE MUNICIPAL CODE RELATED TO AN AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3),"** and

2.) Adopt the following Resolution related to setting a fee schedule under the proposed Non-Residential Linkage Fee:

Resolution No. 2023-91-3469, entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AND ADOPTING A FEE SCHEDULE FOR CHAPTER 3.56 ("AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE") OF TITLE 3 ("REVENUE AND FINANCE") OF THE IRWINDALE MUNICIPAL CODE RELATED TO AN AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE."**

25. CITY MANAGER'S REPORT

26. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

27. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

28. AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

29. CONSENT CALENDAR

A. Minutes of Regular Meeting held November 8, 2023
Department: City Clerk

Recommendation: Approve the minutes of November 8, 2023

B. Warrants / Demands / Payroll
Department: Administration

Recommendation: Approve

C. Investment Policy Review and Delegation of Investment Authority
Department: Finance

Recommendation: It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority adopt Joint Resolution No. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 entitled, **"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, and RA 2023-03-038 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY."**

D. Consideration of Resolution No. SA 2023-97-3475 of the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency Approving a Recognized Obligation Payment Schedule and Administrative Budget for July 1, 2024 through June 30, 2025
Department: Finance

Recommendation: It is recommended that the Successor Agency Board adopt Resolution No. SA 2023-97-3475 entitled "**A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD BEGINNING July 1, 2024 AND ENDING JUNE 30, 2025"**.

30. 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.

31. NEW BUSINESS

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

32. PUBLIC HEARINGS

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

33. ADJOURN

HOUSING AUTHORITY

34. AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

35. CONSENT CALENDAR

A. Minutes of Regular Meeting held November 8, 2023
Department: City Clerk

Recommendation: Approve the minutes of November 8, 2023

B. Irwindale Housing Authority Annual Report for Fiscal Year (FY) 2022-2023
Department: Community Development

Recommendation:
Receive and file the FY 2022-2023 Irwindale Housing Authority Annual Report and direct that such report be filed with the City of Irwindale City Clerk's office and the Department of Housing and Community Development.

C. Investment Policy Review and Delegation of Investment Authority
Department: Finance

Recommendation: It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority adopt Joint Resolution No. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 entitled, **"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD RATIFYING THE CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY."**

D. SB 341 Annual Report for Fiscal Year (FY) 2022-2023
Department: Community Development

Recommendation: That the Authority Board:

Receive and file the SB 341 Annual Report for FY 2022-2023 and direct that such report be filed with the City of Irwindale City Clerk's office and the Department of Housing and Community Development.

36. 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.

37. NEW BUSINESS

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

38. PUBLIC HEARINGS

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

39. ADJOURN

40. RECLAMATION AUTHORITY

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

41. AB 2449 DISCLOSURES
Remote participation by a member of the legislative body for just cause or emergency circumstances

42. CONSENT CALENDAR

A. Minutes of Regular Meeting held September 13, 2023
Department: City Clerk

Recommendation: Approve the minutes of September 13, 2023

B. Investment Quarterly Report for Fiscal Quarter Ending September 30, 2023.
Department: Finance

Recommendation: That the Reclamation Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending September 30, 2023.

C. Investment Policy Review and Delegation of Investment Authority
Department: Finance

Recommendation: It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority adopt Joint Resolution No. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 entitled, **"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD RATIFYING THE CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY."**

D. 2023 4th Quarter Mining Report of Nine (9) SMARA Pits
Department: Engineering

Recommendation: That the Irwindale Reclamation Authority receive and file this report.

43. SPONTANEOUS COMMUNICATIONS

44. NEW BUSINESS

45. PUBLIC HEARING

46. ADJOURNMENT

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, Housing Authority, and Reclamation Authority to be held on December 13, 2023, be posted at the City Hall, Library, and Post Office on December 8, 2023.

Laura M. Nieto

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Laura M. Nieto, MMC
Chief Deputy City Clerk

Item ASP Consent Calendar A

City of IRWINDALE
AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of approval of Reformation of Development Agreement between the City of Irwindale and Irwindale Partners II, LLC dated February 12, 2020 and approval of Consents to Assignments to the Development Agreement to Park Building 1, LLC as to Parcel 1 and to Park Building 2, LLC as to Parcel 2.

City Manager's Recommendation:

1) Approve reformation of the Development Agreement between the City of Irwindale and Irwindale Partners II, LLC dated February 12, 2020 ("DA") to clarify designation of developer to be Irwindale Partners, L.P. under Civil Code Section 3399, and authorize the City Manager to execute the reformation subject to City Attorney approval as to form; and

2) Approve consent to assignments of the DA to Park Building 1, LLC as to Parcel 1 and to Park Building 2, LLC as to Parcel 2, and authorize the City Manager to execute such consents subject to City Attorney approval as to form.

Administrative Action:

Prepared/Submitted by:

Robert J. Lee, Assistant City Attorney — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager — Electronically Approved

Background and Analysis:

The City of Irwindale and Irwindale Partners II, LLC entered into a Development Agreement dated February 12, 2020 ("DA") with respect to a former mining site located at 1200, 1220 and 1270 Arrow Highway ("Property"), for the purpose of allowing developer to construct and operate an industrial/commercial business park for the Property ("Project"). The Property was amassed through three grant deeds:

- November 29, 2004 grant deed from United Rock Products Corporation to Irwindale Partners, L.P. (Parcel 1);
- July 21, 2016 grant deed from the City of Irwindale to Irwindale Partners, L.P. (Parcel 2); and
- July 26, 2018 grant deed from the City of Irwindale, as Successor Agency to the Irwindale Community Development Agency, to Irwindale Partners, L.P. (Parcel 3)

It should be noted that Irwindale Partners II, LLC and Irwindale Partners, L.P. share common principals. The duties and obligations under the DA have been carried out by Irwindale Partners, L.P. and the parties now desire to reform the DA pursuant to California Civil Code Section 3399 to adjust and clarify the designation of developer's name in the DA to Irwindale Partners, L.P., a California limited partnership, to be consistent with the reality that the party actually developing the Project under the DA is Irwindale Partners, L.P.

Additionally, Irwindale Partners, L.P. subsequently will assign portions of the DA and completed Project to wholly owned subsidiaries of Irwindale Partners, L.P. pursuant to the terms of Section 2.3 of the DA, in connection with loans given to these wholly owned subsidiaries. The DA interests with respect to Parcel 1 will be assigned to Park Building 1, LLC and the DA interests with respect to Parcel 2 will be assigned to Park Building 2, LLC, in accordance with the attached assignment instruments. Park Building 1, LLC now owns Parcel 1 and Park Building 2, LLC now owns Parcel 2, both as of September 26, 2023. All requirements under Section 2.3 have been met.

Finally, the reformation will be made effective retroactive to a date prior to the transfers of Parcel 1 and Parcel 2 to the wholly owned subsidiaries (September 26, 2023).

Fiscal Impact:

There is no fiscal impact associated with reformation of the DA to replace Irwindale Partners II, LLC with Irwindale Partners, L.P. or to consenting to the assignments.

Attachments:

1. Development Agreement
2. Reformation of Development Agreement
3. Assignments

Recording Requested by And
When Recorded Return to:

5050 N. Irwindale Ave.
Irwindale, CA 91706
Attn: City Clerk

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code § 6103)

DEVELOPMENT AGREEMENT

between

THE CITY OF IRWINDALE

("City")

and

IRWINDALE PARTNERS II, LLC

A California Limited Liability Company

("Developer")

DEVELOPMENT AGREEMENT

This Development Agreement (hereinafter "Agreement") is entered into this 12th day of February, 2020, by and between the CITY OF IRWINDALE, a municipal charter corporation (hereinafter "**City**"), and IRWINDALE PARTNERS II, LLC, a California limited liability company, ("hereinafter "**Developer**"). City and Developer are hereinafter referred to each as a "party" and collectively as the "parties".

RECITALS

A. The Development Agreement Law. California Government Code Sections 65864 *et* seq. ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purpose of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development. The legislative findings and declarations underlying the Development Agreement Law and the provisions governing contents of development agreements state, in Government Code

§§ 65864(c) and 65865.2, that the lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities is a serious impediment to the development of new housing and commercial economic development opportunities, and that applicants and local governments may include provisions in development agreements relating to applicant financing of necessary public facilities and subsequent reimbursement over time.

B. The Property. Developer is the owner of legal and equitable interests in certain real property legally described in Exhibit "A" attached hereto and incorporated herein (the "Property"), and thus qualifies to enter into this Agreement in accordance with Development Agreement Law. The Property is a former mining site located at 1200, 1220, and 1270 Arrow Highway, Irwindale, California, 91706 and identified as APNs 8532-001-002, 8532-001-900 (the parcel bearing APN 8532-001-900, known as the Gore Point, at 1200 Arrow Highway) and 8532-001-901. The Property is located south of Arrow Highway, northwest of Live Oak Avenue, and west of Interstate 605 (I-605). I-605 is the immediate east boundary of the site, Interstate 10 (I-10) is located approximately 3.1 miles to the south of the site, and Interstate 210 (I-210) is located approximately 1.5 miles to the north of the Property.

C. Existing Uses and Zoning. The Property is currently within the Regional Commercial land use designation of the City's General Plan, and an amendment to the City's General Plan and Zoning Maps is required to implement the Project. Developer has already submitted applications for a Development Agreement, Specific Plan, Zone Change, Tentative Parcel Map, and General Plan Amendment. The City is approving the entitlements for construction of the Project, subject to certain understandings contained in that Memorandum of Understanding entered by the Parties on August 9, 2017 (the "MOU") that are now manifest in this Agreement. Such understandings are aimed at accommodating the needs of the City and Developer, including a monetary payment to the City in order to support the loss of sales tax revenue that may potentially result from the contemplated change in land use from commercial uses to a significant amount of industrial uses. To this end, the legislative and discretionary approvals sought from the City by Developer include a General Plan Amendment, a Zone Change, Specific Plan, Tentative Parcel Map and this Development Agreement. Developer acknowledges that the County of Los Angeles conducts plan check for the City on a contract basis.

D. The Project. Developer and City agree that a development agreement should be approved and adopted for this Property in order to memorialize the Property expectations of City and Developer as more particularly described herein. Developer has proposed a project for the construction and operation of an industrial/commercial business park for the Property (the "Project"). (*See* Specific Plan and Project Description at Exhibit "B".) The Project proposes the construction and operation of an industrial/commercial business park on the reclaimed property, containing multiple buildings that collectively would provide a maximum of 1,550,000 square feet of building space, which includes up to 1,451,400 square feet of industrial building space, and up-to 98,600 additional square feet of commercial building space. The proposed Project represents the end use that will result from reclaiming a property that was previously mined. The Project is intended to appeal to a range of tenant types, including general warehouse and distribution, logistics, high-cube warehouse, e-commerce, light industrial, manufacturing, industrial park, and ancillary retail. Development of the Project may occur concurrently with fill activities on the Property. Associated improvements to the Property would include, but are not limited to, paved

parking areas, drive aisles, truck courts, utility infrastructure, landscaping, retention basins/water quality basins, monument signage, lighting, and property walls, gates, and fencing. The Project shall include a private drive as its main access road with signalized intersections at Live Oak Ave and Arrow Highway (at the existing Avenida Barbosa intersection), described as Private Drive A in more detail in the Specific Plan; provided that any private road shall have access to public rights of way, as further required in the CC&Rs. The Project shall comport to the Specific Plan and be designed in accordance with the Specific Plan Design Guidelines described therein.

E. Public Benefits of the Project. The City Council has found that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City's authority, and this Agreement is consistent with the City's General Plan, as amended. This Agreement and the proposed Project will achieve a number of City objectives, including the orderly development of the Property; the providing of public benefits to the City and its residents through public improvements, improvements to the Property, and street improvements in and around the Property. The Project will provide local and regional public benefits to the City, including, without limitation:

Increased Tax Revenues. The development of the Property in accordance with the terms of this Agreement will result in increased real property, sales, utility and business taxes, and other revenues to the City. In addition to the generation of actual retail sales tax proceeds allocable to the City, this Agreement also provides for Developer's payment in-lieu of taxes attributable to the loss of retail sales tax potential at the Property as a result of the Project's warehouse components.

Sustainable Design. The Developer will, to the extent reasonably feasible, include sustainable design for commercial and industrial uses and green building standards.

Job Creation. The Project proposes to employ approximately 850 people.

Environmental Reclamation. The proposed Project represents the end use that will result from reclaiming a property that was previously mined, including the reclamation of severely environmentally damaged lands to useful commercial/industrial/service use purposes.

F. Public Hearing Findings. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. 745 of the City Council have been duly and regularly taken. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, *et seq.* ("CEQA")), appropriate studies, analyses, reports and documents were prepared and considered by the Planning Commission and the City Council. The Planning Commission, after a public hearing on December 18, 2019, recommended to the City Council by Resolution No. 774(19), and the City Council, after making appropriate findings, certified, by Resolution No. 2020-08-3169, on February 12, 2020, a Final Environmental Impact Report (SCH No. 2018041001) for the Project, as having been prepared in compliance with CEQA. On December 18, 2019, the Planning Commission, after giving notice pursuant to Government Code §§ 65090, 65091, 65092 and 65094, held a public hearing on the Developer's application for this Agreement. On February 12, 2020, the City Council, after providing the public notice required by law, held a public hearing to consider the Developer's application for this Agreement. The Planning Commission and the City Council have found on the basis of substantial

evidence based on the entire administrative record, that this Agreement is consistent with all applicable plans, rules, regulations and official policies of the City.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS AND EXHIBITS.**

1.1 **Definitions.** This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized, when used in the Agreement. The defined terms include the following:

1.1.1 *Agreement.* "Agreement" means this Development Agreement and all attachments and exhibits hereto.

1.1.2 *Annual Review.* "Annual Review" means the annual review of the Developer's performance of the Agreement in accordance with Section 4.1 of the Agreement and Government Code § 65865.1.

1.1.3 *Applications.* "Application(s)" means a complete application for the applicable land use approvals (such as a subdivision map, conditional use permit, etc.) meeting all of the current ordinances of the City provided that any additional or alternate requirements in those ordinances enacted after the Effective Date which affect the Project application shall apply only to the extent permitted by this Agreement.

1.1.4 *Authorizing Ordinance.* "Authorizing Ordinance" means Ordinance No. 745 approving this Agreement, introduced on February 12, 2020 and adopted on February 26, 2020.

1.1.5 *Certificate of Occupancy.* "Certificate of Occupancy," with respect to a particular building or other work of improvement, means the final certificate of occupancy issued by the City with respect to such building or other work of improvement.

1.1.6 *City.* "City" means the City of Irwindale, a chartered municipal corporation.

1.1.7 *City Council.* "City Council" means the City Council of the City.

1.1.8 *Claims or Litigation.* "Claims or Litigation" means any challenge by adjacent owners or any other third parties (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals or other actions of the City pertaining to the Project, or (ii) seeking damages against the City as a consequence of the foregoing actions, for the taking or diminution in value of their property or for any other reason.

1.1.9 *Developer.* "Developer" means Irwindale Partners II, LLC, a California limited liability company, fee owner of the Property, and its successors and assigns to all or any part of the Property.

1.1.10 *Development.* "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping and other facilities and improvements necessary or appropriate for the Project, the maintenance, repair, or reconstruction of any building, structure, improvement, landscaping or facility after the construction and completion thereof on the Property and leasing or selling portions of, or all of, the Project to third party end users.

1.1.11 *Development Approvals; Existing Development Approvals.* "Development Approvals" means all site-specific (meaning specifically applicable to the Property only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature. Development Approvals include, but are not limited to, General Plan amendments, specific plans, site plans, tentative and final subdivision maps, design guidelines, variances, zoning designations or changes, conditional use permits, grading, building, and other similar permits, the site-specific provisions of General Plans, environmental assessments, including environmental impact reports and negative declarations, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include (i) rules, regulations, policies, and other enactments of general application within the City, or (ii) any matter where City has reserved authority under Article 3. It is anticipated that the following Development Approvals will be approved before or in conjunction with this Agreement (the "Existing Development Approvals"): (i) Zone Change No. 01-2017, and (iii) General Plan Amendment No. 01-2017, and (v) Zone Ordinance Amendment No. 01-2019, to adopt a Specific Plan and (vi) Tentative Parcel Map No. 82551, (vii) this Development Agreement, (viii) certification of an Environmental Impact Report ("EIR") pursuant to CEQA and the existing Land Use Regulations in effect at the time this Development Agreement was adopted.

1.1.12 *Effective Date.* "Effective Date" means the date thirty (30) days after the adoption of the Authorizing Ordinance if no Claim or Litigation has been filed that would prevent the Authorizing Ordinance from taking effect. If such a Claim or Litigation has been filed, then the Effective Date shall be the date that the Claim or Litigation has been successfully resolved in the City's favor, and the time for any further judicial review has run, so that the Authorizing Ordinance shall be effective. The City shall give Developer notice as to the date established as the Effective Date. The Effective Date may be tolled for any other Force Majeure as described in Section 10.10.

1.1.13 *Existing Land Use Regulations.* "Existing Land Use Regulations" means the Land Use Regulations which have been adopted and are effective on or before the Effective Date of this Agreement. For avoidance of doubt, the Existing Land Use Regulations include the Development Approvals and the Existing Development Approvals.

1.1.14 *Land Use Regulations.* "Land Use Regulations" means all ordinances, laws, resolutions, codes, rules, regulations, policies, requirements, guidelines or other actions of City, including but not limited to the City's General Plan, the Specific Plan ("Specific Plan"), and Municipal Code and Zoning Code and including all development impact fees (except as otherwise provided in Sections 3.9 and 3.12), which affect, govern or apply to the Development and use of the Property, including, without limitation, the permitted use of land, the density or intensity of use,

subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the Development of the Property, subject to the terms of this Agreement. The term Land Use Regulations does not include, however, regulations relating to the conduct of business, professions, and occupancies generally; taxes and assessments; regulations for the control and abatement of nuisances; uniform codes; utility easements; encroachment and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; health and safety regulations; environmental regulations; or similar matters or any other matter reserved to the City pursuant to Article 3.

1.1.15 *Mortgagee.* "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security device, a lender or each of their respective successors and assigns.

1.1.16 *Project.* "Project" means the Development of the Property consistent with the Specific Plan and this Agreement and as further described in Recital D hereinabove.

1.1.17 *Property.* "Property" means the real property legally described and shown in Exhibit "A."

1.1.18 *Public Improvements.* "Public Improvements" means the improvements to be constructed on and adjacent to the Property, as further described in Exhibit "C" attached hereto.

1.1.19 *Reservation of Authority.* "Reservation of Authority" means the rights and authority accepted from the assurances and rights provided to Developer under this Agreement and reserved to City under Section 3.5 of this Agreement.

1.1.20 *Specific Plan.* "Specific Plan" shall refer to the Park @ Live Oak Specific Plan approved concurrently with the approval of this Agreement.

1.1.21 *Subsequent Development Approvals.* "Subsequent Development Approvals" means all Development Approvals issued subsequent to the Effective Date in connection with Development of the Property, which shall include, without limitation, approvals included in the Specific Plan to be issued after the Effective Date, subject to the approval process provided in the Specific Plan, and (i) all on-site plans, including grading and on-site utilities, (ii) approval of a Storm Water Pollution Prevention Plan (SWPPP) to mitigate site runoff during construction and a Standard Urban Stormwater Mitigation Plan (SUSMP) to mitigate for post-construction runoff flows.

1.1.22 *Subsequent Land Use Regulations.* "Subsequent Land Use Regulations" means any Land Use Regulations effective after the Effective Date of this Agreement (whether adopted prior to or after the Effective Date of this Agreement), which apply to the development, and use of the Property.

1.1.23 *Term.* "Term" shall mean the period of time from the Effective Date until the termination of this Agreement as provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.2 **Exhibits.** The following documents are attached to, and by this reference made a part of, this Agreement:

A. Exhibit "A" (Legal Descriptions);

B. Exhibit "B" (Specific Plan Land Use Plan and Conditions of Approval);

C. Exhibit "C" (Public Improvements);

D. Exhibit "D" (CC&Rs);

E. Exhibit "E" (Estimated City Fees; City User Fee Schedule).

2. TERM & GENERAL COVENANTS.

2.1 **Binding Effect of Agreement; Termination of Prior Entitlements.** From and following the Effective Date, actions by the City and Developer with respect to the Development of the Property, including actions by the City on applications for Subsequent Development Approvals affecting the Property, shall be subject to the terms and provisions of this Agreement.

2.2 **Ownership of Property.** Developer represents it has a legal or equitable interest in the Property and thus Developer is qualified to enter into and be a party to this Agreement under the Development Agreement Law.

2.3 Assignment.

2.3.1 Right to Assign. Developer shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation ("Assignee") at any time during the term of this Agreement; provided, however, that (i) Developer shall provide evidence to the City, as described in Subsection 2.3.2 below, confirming that: (a) the transfer to such proposed Assignee shall not delay or jeopardize the completion of the Project, that (b) the Assignee possesses sufficient financial strength and capability to perform City's obligations hereunder; and (c) the Assignee possesses experience and expertise in the planning, financing, development, ownership and operation of similar projects; and (ii) any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, or within 30 business days thereafter, Developer shall notify City, in writing, of such sale, transfer or assignment and shall provide City with a copy of an executed agreement by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly

and unconditionally assumes all the duties and obligations of Developer under this Agreement or portions thereof, as approved by the City.

Any sale, transfer or assignment not made in compliance with the foregoing conditions shall constitute a default by Developer under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.3.2 For purposes of Section 2.3.1(i), Developer shall provide to City documentation reasonably requested by the City to facilitate the City's review, including but not limited to: (i) reasonably satisfactory evidence that the proposed transferee has commercial development and retail or industrial (as applicable) management experience on a scale equal to or exceeding the scale of the Project; (ii) reasonably satisfactory evidence that the transferee's key principals have no felony criminal convictions; and (iv) any other information reasonably required by the City to ensure the Assignee can fulfill the terms of this Agreement and the Development Approvals, including the payment of indemnities and damages and provision of bonds and/or performance standards. Any financial statement deemed private shall be provided to City's third party financial consultant to protect its confidentiality; provided that Developer shall pay the reasonable cost of any such consultant's fees to review same. Failure of Developer to provide City documentation confirming that the Assignee meets the requirements of Section 3.2.1(i) shall authorize the City, by action of the City Manager, in its reasonable discretion, to deny such Assignee and any purported assignment over the City's written objection, provided within 30 days of Developer's provision of the documentation required by this Section 2.3.2 shall be deemed a default by Developer under this Agreement.

2.3.3 Release of Transferring Developer. Notwithstanding any sale, transfer or assignment, Developer shall continue to be obligated under this Agreement as to that portion of the Property sold, transferred or assigned, unless Developer is given a release in writing by City, which release shall be provided by City upon the full satisfaction by Developer of all of the following conditions:

(a) Developer no longer has a legal or equitable interest in all or any part of the Property sold.

(b) Developer is not then in default under this Agreement.

(c) Developer has provided City with the notice and executed agreement required under paragraph (b) of subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides City with security equivalent to the security, if any, previously provided by Developer to secure performance of its obligations regarding the Project.

2.3.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section

2.4 **Term of Agreement.** Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the date that is twenty (20) years from and after the Effective Date.

2.5 **Covenants Run with the Land; CC&Rs.** Prior to the date identified in the Section 3.4.1, the Developer shall submit a proposed form of Declaration of Covenants, Conditions and Restrictions to be recorded against the Property to City for its review and approval ("CC&Rs"). Such CC&Rs shall be substantially similar in form and substance to City's standard form of declaration of covenants, conditions and restrictions imposed by City upon commercial development projects located in the City, and will contain, among other things, protective covenants to protect and preserve the integrity and value in the Project, including but not limited to use restrictions, maintenance covenants, , restrictions under this Agreement and the Development Plan that will continue to apply to the Project, and a provision giving City the right to enforce said CC&Rs. The CC&Rs will be in a form substantially similar to those at Exhibit "D" hereto. Except as specifically provided otherwise in this Agreement, and pursuant to the Development Agreement Statute (Gov. Code § 65868.5):

2.5.1 All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in the Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

2.5.2 All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and

2.5.3 Each covenant to do or refrain from doing some act on the Property hereunder (i) is for the benefit of and is a burden upon every portion of the Property, (ii) runs with such lands, and (iii) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other person succeeding to an interest in such lands.

3. DEVELOPMENT OF THE PROJECT.

3.1 **Rights to Develop.** Developer shall be responsible for obtaining all legislative and discretionary approvals, permits and entitlements required by law for the proposed Project. The Subject to and during the Term of this Agreement, Developer shall have a vested right to develop the Property in accordance with, and to the extent of, the Specific Plan and this Agreement. Except as provided within this Agreement, the Specific Plan shall exclusively control the Development of the Property (including the uses of the Property, the density or intensity of use, the maximum

height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project). The Developer retains the right to apportion the uses, intensities and densities, between itself and any subsequent Owners, upon the sale, transfer, or assignment of any portion of the Property, so long as such apportionment is consistent with this Agreement and the Specific Plan. Subject to Section 9.4, Developer may elect to develop and construct upon the Property or any portion thereof a Project of lesser height or building square footage than that permitted by the Specific Plan, provided that such Project otherwise complies with the Specific Plan and this Agreement. Developer further retains the right to develop the Project following completion of all fill and grading activities or in phases concurrently with such activities. Certificates of Occupancy for any building will not be issued until all fill and rough grading activities have been completed and associated permits have been closed. Developer shall comply with all applicable laws in the development and operation of the Project.

3.2 **Effect of Agreement on Land Use Regulations.** Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to Development of the Property, shall be as set forth in the terms of this Agreement and as defined by the Specific Plan, including duly-approved amendments to the Specific Plan. To the extent there is any conflict in interpretation between this Agreement and the Specific Plan, the terms of the Specific Plan shall govern. Pursuant to Government Code Section 66452.6, the term of any tentative map for the Property or any portion thereof, if any, filed within the term of this Agreement shall automatically be extended for the term of this Agreement, as amended by the Development Approvals. Any Subsequent Land Use Regulations shall not be applied to the Project or any phase thereof unless the subject matter is not addressed in the Specific Plan, the Specific Plan is amended to incorporate the Subsequent Land Use Regulations, or is otherwise required by law.

3.3 **Development of Commercial Area.** Pursuant to the Specific Plan, until at least 15,000 square feet of commercial floor space is constructed at the Project, a minimum of 1.0 acre will be reserved for this purpose within the area described therein with adequate vehicular access for commercial uses.

3.4 **Timing of Development.** Developer may develop the Project following completion of all fill and grading activities or in phases concurrently with such activities. Certificates of Occupancy for any building will not be issued until all fill and rough grading activities have been completed and associated permits have been closed. Pursuant to Irwindale Municipal Code section 3.50.020D, any portions of the Project that have (i) received a building permit and (ii) commenced construction in reliance on such building permit within eight (8) years of the Effective Date of this Agreement, plus two (2) additional years with City Manager approval so long as reasonable progress has been made to develop the Project in a timely and responsible manner and subject to Section 10.10 below, shall not be subject to or required to pay the Development Impact Fees set forth in Irwindale Ordinance No. 726 (establishing Municipal Code section 3.50 et seq.). Any portions of the Project that have not received a building permit and commenced construction within such eight (8) year period shall pay the then applicable

Development Impact Fees in effect at such time as set forth in Irwindale Municipal Code Chapter 3.50, as amended from time-to-time. These current fees are set forth in Exhibit E.1.

3.5 **Progress Meetings**. During the preparation of all drawings, applications and plans for the Subsequent Development Approvals, the parties shall hold regular progress meetings to coordinate the preparation of, submission to, and review of construction plans and related documents by City. If any substantial revisions or corrections of plans approved by City shall be required by any government official, agency, department or bureau having jurisdiction, or any lending institution involved in financing, the parties shall cooperate in efforts to develop a mutually acceptable alternative.

3.6 **Reservations of Authority**.

3.6.1 *Limitations, Reservations and Exceptions.* Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development of the Property:

(a) Existing processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals or for monitoring compliance with any Subsequent Development Approvals granted or issued.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, or other such Uniform Codes, and also adopted by City as Subsequent Land Use Regulations, if applicable City-wide.

(d) Federal, State, County, and multi-jurisdictional laws and regulations which City is required to enforce as against the Property or the Development of the Property.

(e) Subsequent Land Use Regulations applicable to regional development impact fees. City development impact fees shall apply, as specified in Section 3.4.1 above.

3.6.2 *Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.* In the event that Federal, State, County, or multi-jurisdictional laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal, State, County, or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce.

3.7 **Regulation by Other Public Agencies.**

3.7.1 It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the Development of the Property, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges that the County of Los Angeles conducts plan check for the City on a contract basis.

3.7.2 The Developer shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the Development of, or provision of services to, the Project. The City shall provide the Developer reasonable cooperation in Developer's efforts to obtain such permits and approvals. The City and Developer shall cooperate and use reasonable efforts in coordinating the implementation of the Specific Plan with other public agencies, if any, having jurisdiction over the Property or the Project.

3.8 **Employment Outreach for Local Residents.** A goal of the City with respect to this Project and other major projects within the City is to foster employment opportunities for Irwindale residents. To that end, Developer covenants that with respect to the construction, operation and maintenance of the Project, the Developer shall make reasonable efforts to cause all solicitations for full or part-time, new or replacement, employment relating to the construction, operation and maintenance of the Project to be advertised in such a manner as to target local City residents and shall make other reasonable efforts at local employment outreach as the City shall approve. Developer shall also notify the City of jobs available at the Project such that the City may inform City residents of job availability at the Project. Developer will inform its purchasers and lessees of the provisions of these requirements. Without limiting the generality of the foregoing, the provisions of this Section 3.8 are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City.

3.9 **Development Costs & Fees.** Developer shall be solely responsible for all Development costs associated with the Project, including without limitation design, land use entitlements, permitting, CEQA review, construction, rolling stock, equipment, operational costs, advertising and public relations and information and City staff and consultant expenses related to the Project. Project Development and operations will entail extensive, significant costs and capital expenditures due, without limitation, to the Project's size, the magnitude of necessary environmental mitigation measures, need for heavy equipment and complex design and infrastructural elements. Currently, Project costs are expected to exceed Twenty-Eight Million, Six Hundred and Fifty Thousand- Dollars ($28,650,000.00). Further, Developer shall be responsible for paying all of the customary and ordinary fees and costs imposed by the City on the development of an industrial/commercial business park facility like the Project as set forth on the "Schedule of Estimated City Fees" attached hereto as Exhibit "E". Developer shall also be responsible for Los Angeles County building plan check, inspection and permit fees for review and inspection of all on-site work at rates no higher than the City-approved building fee schedule in Exhibit "E". The fee schedules attached hereto as Exhibit "E" are current at the time of the contract agreement execution, but are subject to change. Developer shall pay the current fees at the time such fees are due.

3.9.1 *Offsite Improvement Fees.* In addition to Developer's construction of those offsite Public Improvements described in Exhibit "C", Developer will pay City $600,000.00 to cover City fees related to offsite work. These fees will be paid according to the City's User Fee Schedule effective at the time fees are due (current fees schedule is included in Exhibit "E").

3.9.2 *Caltrans Studies.* Additionally, Developer shall be responsible for paying its pro rata fair share cost to Caltrans to fund the preparation of a study of potential improvements to the I-605 Corridor that may be initiated by Caltrans and/or City in the future. Prior to issuance of the first building permit, Developer shall pay $703,665.81 to City toward this study. Developer shall provide the City with a cash deposit in the amount of $1,600,000.00, at the time of the first building permit issuance, to be applied to the cost of the Caltrans improvements. City shall commit to requiring all future developments, which City reasonably determines will impact such Caltrans improvements, to contribute a fair share amount toward this study so that each developer is not contributing more than its fair share and the costs of this study are borne equally.

3.9.3 *Payment in Lieu of Taxes (PILT).* Developer shall pay to City $350,000.00 per year for "payment in-lieu of taxes" attributable to the loss of retail sales tax potential at the Property as a result of the Project ("PILT"). PILT payments shall begin upon Developer securing a certificate of occupancy on the first industrial building on the Property, be paid to the City annually no later than July 1, and Agreement is in effect and continue for a period of ten (10) years. For any partial annual period (July 1 to July 1) in which this Agreement is in effect, the PILT payment shall be prorated on a monthly/weekly basis. The PILT payment is to be increased each year in accordance with the Los Angeles-Riverside-Orange County, CA Consumer Price Index. However, if the Developer secures a fulfillment or distribution center (such as a Target online retail distribution center) as a user at the Project that generates sales tax for the City, the PILT will be reduced by an amount equal to seventy percent (70%) of the generated sales tax received by the City. For example, if the fulfillment center were to generate $100,000.00 in sales tax, the $350,000.00 PILT would be reduced by $70,000.00 to $280,000.00. Developer acknowledges and agrees that the PILT is payment that it is willing to pay in exchange for the City approving the Development Agreement, Specific Plan, Tentative Parcel Map and modifications to the existing General Plan Map and Zoning Map to allow for the Project. Developer hereby acknowledges and agrees that the PILT payment is reasonable to address any potential loss of sales tax revenue to the City resulting from the Project and, as such, waives any right to assert any legal challenge to same. .Upon sale and transfer of portions of the Project, this PILT obligation shall be apportioned on a per building square footage basis.

3.9.4 *Reimbursement of City Costs and Expenses.* In addition to any applicable user fees or fees described in Section 3.9.1, and pursuant to the terms of the MOU, Developer and/or assignee agreed to reimburse City for all actual costs and expenses incurred by City, estimated in the MOU as the amount of the Initial Deposit of $130,000.00, which Initial Deposit and any Subsequent Deposit shall cover the Expenses, as such terms as refined in the MOU. To this end, the terms of the MOU related to the Initial and Supplemental Deposits, including but not limited to, the City's provision of monthly accounting of the use of the funds and any refunds shall continue to control beyond the approval of this Agreement and until the end of the Project.

3.10 **Prevailing Wages.** Developer's purchase price for the Property and cost of Developing the Project and constructing all of the onsite and offsite improvements, if any, at or about the Property required to be constructed for the Project shall be borne by Developer. Developer is aware of the laws of the State governing the payment of prevailing wages on public projects and will comply with same and will indemnify City in the event Developer fails to do so. As the City is not providing any direct or indirect financial assistance to Developer, the Project should not be considered to be a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720. Accordingly, it is believed by the parties that Developer is not required to pay prevailing wages in connection with any aspect of the Development or the construction of the Project. However, to the extent that (contrary to the parties' intent) it is determined that Developer was required to pay prevailing wage and has not paid prevailing wages for any portion of the Project, Developer shall defend and hold the City (which, for purposes of this Section, shall include its related agencies, officers, employees, agents and assigns) harmless from and against any and all increase in construction costs, or other liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that Developer failed to pay prevailing wages in connection with the construction of the Project. City shall reasonably cooperate with Developer regarding any action by Developer hereunder challenging any determination that the Project is subject to the payment of prevailing wages. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without Developer's consent as to the City's liabilities or rights only, but should it do so, City shall waive the indemnification herein provided such waiver occurs prior to the issuance of any judgment in the matter.

3.11 **Public Improvements**. Developer shall construct those offsite Public Improvements described in Exhibit "C," which are in accordance with the requirements of the EIR. In addition, and notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require Developer to dedicate necessary land and/or to construct the required Public Improvements ("Exactions") at such time as City shall determine subject to the following conditions:

3.11.1 The dedication, payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project;

3.11.2 The timing of the Exaction should be reasonably related to the phasing of the Development of the Project and said Public Improvements shall be phased to be commensurate with the logical progression of the Project Development as well as the reasonable needs of public; and

3.11.3 When Developer is required by this Agreement and/or the Specific Plan to construct any Public Improvements that will be dedicated to the City or any other public agency upon completion, Developer shall perform such work in the same manner and subject to the same construction standards as would be applicable to the City or such other public agency should it have undertaken such construction work. The City desires that required Public Improvements generally be constructed in the early portion of the Development cycle, with work on such Public Improvements commencing not later than the start of onsite Project grading.

3.12 **Fees, Taxes and Assessments.** During the term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Project, except such fees, taxes and assessments as are described in or required by this Development Agreement and/or the Specific Plan. Except as set forth in Section 3.4 above, this Development Agreement shall not prohibit the application of fees, taxes or assessments as follows:

3.12.1 Developer, or Developer's Project tenants, shall be obligated to pay those fees, taxes or City assessments which exist as of the Effective Date or are included in the Specific Plan and any increases in same, as provided herein;

3.12.2 Developer, or Developer's Project tenants, shall be obligated to pay any non-development impact fees, except as provided in Section 3.4 taxes, and increases thereof, imposed on a City-wide basis such as business license fees or taxes, sales or use taxes, transient occupancy taxes, utility taxes, and public safety taxes;

3.12.3 Developer, or Developer's Project tenants, shall be obligated to pay any future landscape and lighting assessments and community services assessments, provided that Developer reserves its right to protest the establishment or amount of any such fees or assessments through the method prescribed by law;

3.12.4 Developer, or Developer's Project tenants, shall be obligated to pay any fees imposed pursuant to any assessment district established within the Project otherwise proposed or consented to by Developer;

3.12.5 Developer, or Developer's Project tenants, shall be obligated to pay any fees imposed pursuant to any Uniform Code.

3.12.6 Developer, or Developer's Project tenants, shall be obligated to pay any utility fees and charges, including amended rates thereof, for City services such as electrical utility charges, water rates, and sewer rates.

4. REVIEW FOR COMPLIANCE.

4.1 **Annual Review.** The City Council shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the good faith compliance by Developer with the terms of the Agreement ("Annual Review"). No failure on part of City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement. The cost of the Annual Review shall be borne by Developer and Developer shall pay a reasonable deposit in an amount requested by City to pay for such review.

4.2 **Special Review.** The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at City's sole cost ("Special Review"). Developer shall cooperate with the City in the conduct of such Special Reviews.

4.3 **Procedure.** Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis

for such assertion, and to receive from the other party a justification of its position on such matters. The procedure for an Annual Review or Special Review shall be as follows:

4.3.1 As part of either an Annual Review or Special Review, within ten (10) days of a request for information by the City, the Developer shall deliver to the City all information and supporting documents reasonably requested by City (i) regarding the Developer's performance under this Agreement demonstrating that the Developer has complied in good faith with the terms of this Agreement, and (ii) as required by the Existing Land Use Regulations.

4.3.2 The City Manager, or his/her designee, shall prepare and submit to Developer a written report on the performance of the Project and identify any perceived deficiencies in Developer's performance of this Agreement. The Developer may submit written responses to the report and Developer's written response shall be included in the City Manager's report. If the City Manager determines that the Developer has substantially complied with the terms and conditions of this Agreement, the Annual or Special Review shall be concluded.

4.3.3 If any deficiencies are noted, or if requested by a Councilmember, a public hearing shall be held before the City Council at which the Council will review the City Manager's report. The report to Council shall be made at a regularly-scheduled City Council meeting occurring as soon as possible, subject to the requirements of the Brown Act, after the commencement of the Annual or Special Review process outlined in Section 4.3.1. If the City Council finds and determines, based on substantial evidence, that the Developer has not substantially complied with the terms and conditions of this Agreement for the period under review, the City may declare a default by the Developer in accordance with Article 5.

4.3.4 Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "*Force Majeure*" as defined in, and subject to the provisions of, Section 10.10.

4.4 **Certificate of Agreement Compliance.** If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, City shall, upon request by Developer, issue a Certificate of Agreement Compliance ("Certificate") to Developer stating that after the most recent Annual Review or Special Review and based upon the information known or made known to the City Manager, Planning Commission, and City Council that (i) this Agreement remains in effect and (ii) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer record the Certificate with the County Recorder. Additionally, Developer may at any time request from the City a Certificate stating, in addition to the foregoing, which obligations under this Agreement have been fully satisfied with respect to the Property or any lot or parcel within the Property.

4.5 **Review Process Not a Prerequisite to Declaring a Default.** Neither the Annual Review nor Special Review procedure is a prerequisite to either party declaring a default and initiating the default and cure procedure in Article 5. In other words, either party may declare a default at any time without first undertaking the Annual Review or Special Review process.

4.6 **Public Hearings.** The public hearing prescribed by Section 4.3.3 is independent of, and in addition to, any further hearing procedures prescribed in Article 5. Thus, if the City Council finds that the Developer has not substantially complied with the terms and conditions of this Agreement as part of a review process pursuant to Section 4.3.3 and determines to declare a default, the City Council is still required to follow the notice/cure process (Section 5.2) and the termination hearing process (Section 5.4) before terminating this Agreement.

5. DEFAULT AND REMEDIES.

5.1 **Rights of Non-Defaulting Party after Default; Opportunities to Cure.** The parties acknowledge that both parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default or to enforce any covenant or agreement herein. Before this Agreement may be terminated or action may be taken to obtain judicial relief the party seeking relief ("Non-Defaulting Party") shall comply with the notice and cure provisions of this Section 5.1.

5.1.1 *Notice and Opportunity to Cure.* A Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other party ("Defaulting Party") to perform any material duty or obligation of the Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure (the "Default Notice"). The Defaulting Party shall be deemed in Default under this Agreement, if the breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such default within thirty (30) days after the date of such notice or ten (10) days for monetary defaults (or such lesser time as may be specifically provided in this Agreement). However, if such non-monetary Default cannot be cured within such thirty (30) day period, and if and, as long as the Defaulting Party does each of the following:

1. Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;

2. Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the default;

3. Promptly commences to cure the default within the thirty (30) day period;

4. Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

5. Diligently prosecutes such cure to completion.

Then the Defaulting Party shall not be deemed in breach of this Agreement.

5.2 **Termination Notice.** Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Nondefaulting Party may seek termination of this Agreement, in which case the Nondefaulting Party shall provide the Defaulting Party with a written notice of intent to terminate this Agreement ("Termination Notice"). The Termination Notice shall state that the Nondefaulting Party will elect to terminate this Agreement within thirty (30) days and state the reasons therefor (including a copy of any specific charges of default or a copy of the Default Notice) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Nondefaulting Party's election to terminate this Agreement will only be rescinded if so determined by the City Council pursuant to Section 5.3, below.

5.3 **Hearing Opportunity Prior to Termination.** If Developer is the Defaulting Party pursuant to Section 5.2 above, then the City's Termination Notice to Developer shall additionally specify that Developer has the right to a hearing prior to the City's termination of any Agreements ("Termination Hearing"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, Developer shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

1. Decide to terminate this Agreement; or

2. Determine that Developer is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or

3. Impose conditions on a finding of default and a time for cure, such that Developer's fulfillment of said conditions will waive or cure any default.

Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings: (i) that a default in fact occurred and has continued to exist without timely cure, and (ii) that such default has caused or will cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, or such other interests that the City and public may have in the Project.

5.4 **Rights and Duties Following Termination.** Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination, (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, or (iii) any indemnification provisions herein. Termination of this Agreement shall not affect either party's rights or obligations with respect to any Development Approval granted prior to such termination.

5.5 **Waiver of Breach.** By not challenging any Development Approval within 90 days of the action of City enacting the same, Developer shall be deemed to have waived any claim that any condition of approval is improper or that the action, as approved, constitutes a breach of the

provisions of this Agreement. Otherwise, failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a Party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

5.6 **Interest on Monetary Default**. In the event Developer fails to perform any monetary obligation under this Agreement, Developer shall pay interest thereon at the rate of ten percent (10%) per annum from and after the due date of said monetary obligation until payment is actually received by City.

5.7 **Crossdefault.** In the event that the City Council, following a hearing on a Developer default, determines to terminate this Agreement as a remedy for such default, such determination shall concurrently be the basis for termination of the MOU, any Development Approvals, Reimbursement Agreement, CC&Rs, or such other instruments extant between the parties that are directly related to the Project, except as the City Council shall otherwise direct by resolution.

6. LITIGATION, INDEMNITIES & LEGAL DEFENSE OBLIGATIONS.

6.1 Indemnity Obligations on Third-Party Claims or Litigation; Hazardous Materials.

6.1.1 *General.* The Developer shall indemnify and defend the City and its elected boards, commissions, officers, agents and employees and will defend, hold and save them and each of them harmless from any and all third-party Claims or Litigation (including but not limited to attorneys' fees and costs) against the City and shall be responsible for any judgment arising therefrom.

6.1.2 *Hazardous Materials*. Developer understands and agrees that in the event Developer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or underground storage tanks whether attributable to events occurring prior to or following the Effective Date, then Developer may look to current or prior owners of the Property, but in no event shall Developer look to City for any liability or indemnification regarding Hazardous Materials and/or underground storage tanks, except concerning Hazardous Materials that were directly brought onto the Property by City or its respective contractors, agents, employees or affiliated governmental bodies (such as the successor agency). Developer, and each of the entities constituting Developer, if any, from and after the Effective Date, hereby waives, releases, remises, acquits and forever discharges City, its directors, officers, shareholders, employees, and agents, and their heirs, successors, personal representatives and assigns, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Property, the existence of any Hazardous Materials thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Effective Date. It is the intention of the parties pursuant to this release that if the Effective Date occurs any and all responsibilities and obligations of City, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of

Developer, its successors, assigns or any affiliated entity of Developer, against the City, arising by virtue of the physical or environmental condition of the Property, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, whether existing prior to, at or after the Effective Date, are by this release provision declared null and void and of no present or future force and effect as to the parties; provided, however, that no parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release. **In connection therewith, Developer and each of the entities constituting Developer, expressly agree to waive any and all rights which said party may have with respect to such released claims under Section 1542 of the California Civil Code which provides as follows:**

> **"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."**

Developer and each of the entities constituting Developer, shall, from and after the Effective Date, defend, indemnify and hold harmless City and its officers, directors, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the physical and/or environmental conditions of the Property after the Effective Date or from the existence of any Hazardous Materials or the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Property occurring at any time after the Effective Date, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law. Developer further agrees that in the event Developer obtains, from former or present owners of the Property or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this Section, Developer shall use its diligent efforts to obtain for City the same releases, indemnities and other comparable provisions.

Notwithstanding anything to the contrary in this Section, Developer's limited release and indemnification of the Indemnified Parties from liability pursuant to this Section shall not extend to Hazardous Materials brought onto the Property by City or its respective contractors, agents, or employees after the Effective Date. For purposes of this Section, the following terms shall have the following meanings:

(a) "Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Property or its operations and arising or alleged to arise under any Environmental Law.

(b) "Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or

any Hazardous Materials on or under all or any part of the Property, including the ground water thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the Property or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

(c) "Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Property to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Property is capable of such compliance.

(d) "Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical sub-stances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

(e) "Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority (other than the City or Agency), the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (B) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (L) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability

Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (M) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; or (N) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or underground storage tanks, as now, or at any time here-after, in effect.

(f) Notwithstanding any other provision of this Agreement, Developer's release and indemnification as set forth in the provisions of this Section, as well as all provisions of this Section shall survive the termination of this Agreement and shall continue in perpetuity.

Notwithstanding anything to the contrary in this Section, Developer's limited release and indemnification of Agency and City and the Indemnified Parties from liability pursuant to this Section shall not extend to Hazardous Materials brought onto the Property by City or their respective contractors, agents, or employees.

6.1.3 *Defense Obligations.* The City shall provide the Developer with notice of the pendency of such Claims or Litigation and shall request that the Developer defend such action. The Developer may utilize the City Attorney's office or use legal counsel of its choosing, but shall reimburse the City for any necessary legal cost incurred by City. In all cases, City shall have the right to utilize the City Attorney's office in any legal action. The Developer shall provide a deposit in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorney's fees, and shall make additional deposits as requested by City to keep the deposit at such level. If the Developer fails to provide or maintain the deposit, the City may abandon the action and the Developer shall pay all costs resulting therefrom and City shall have no liability to the Developer. The Developer's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the parties must mutually agree as to whether any appeal will be taken or defended. Any and all portions of the Deposit not expended by the City shall be returned the Developer within thirty (30) days of the resolution of the Claim or Litigation.

(a) The Developer shall have the right, within the first 30 days of the service of the complaint, in its reasonable discretion, to determine that it does not want to defend the Claims or Litigation, in which case the City shall allow the Developer to settle the Claims or Litigation on whatever terms the Developer determines, in its reasonable discretion, but Developer shall confer with City before acting and cannot bind City. In that event, the Developer shall be liable for any costs incurred by the City up to the date of settlement but shall have no further obligation to the City beyond the payment of those costs. In the event of an appeal, or a settlement offer, the parties shall confer in good faith as to how to proceed.

(b) The procedures and administration of litigation defense costs and legal defense procedures set forth in this Section 6.1.3 may be relegated to the Reimbursement Agreement, the terms of which shall control such obligations and procedures.

6.2 **Hold Harmless: Developer's Construction and Other Activities.** The Developer shall defend, save and hold the City and its elected and appointed boards, commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees)

and liability for any damages, personal injury or death, which may arise, directly or indirectly, from the Developer's or the Developer's agents, contractors, subcontractors, agents, or employees' Project construction activities and operations under this Agreement, whether such Project construction activities and operations be by the Developer or by any of the Developer's agents, contractors or subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for the Developer or any of the Developer's agents, contractors or subcontractors. Nothing herein is intended to make the Developer liable for the acts of the City's officers, employees, agents, contractors of subcontractors.

6.2.1 *Loss and Damage.* City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature.

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

6.4 **Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any state statute or regulation.

6.5 **Revision of Land Use Restrictions to Cure Litigation.** If, for any reason, the Specific Plan, Existing Development Approvals, this Agreement or any part thereof is hereafter judicially determined, as provided above, to not be in compliance with the State or Federal Constitution, laws or regulations and, if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Specific Plan, Existing Development Approvals and this Agreement may be amended by mutual agreement of the parties as necessary, in order to comply with such judicial decision.

6.6 **Release of Claims Related to Prior Litigation.** By executing this Agreement, Developer further releases and forever discharges the City and its elected boards, commissions, officers, agents and employees for any Claim alleged by any party in the cases entitled Irwindale Partners, L.P. v. United Rock Products Corporation et al., Case Number KC051372G or USA Waste of California, Inc. v. City of Irwindale; Irwindale Partners, L.P.; and Dispatch Transportation, LLC dba Windrow Earth Transport, Case No. KC066276H, whether related to the City's actions to enforce filling standards at the Property, competing fill, violations of Priority Filling Obligations, as defined in Section 6.7 below, or otherwise.

6.7 **Release of Benefits Under Prioritization Clause.** Developer relinquishes, waives and releases (collectively "release") the City from any further rights it may have to conduct a priority filling operation at the Site, pursuant to the "Prioritization Clause" contained in various agreements between the City and operators conducting mining and reclamation operations in the City (including United Rock Products Corporation ("United"), Hanson Aggregates West, Inc. and Calmat Co., dba Vulcan Materials Company, Western Division), a sample of which Prioritization Clause is contained in the September 1, 2004 Settlement Agreement and Mutual General Release between the City and United, wherein the City may approve filling operations at its properties, provided it uses fill that would not otherwise be reasonably available to the operators subject to the Prioritization Clause or their successors ("Priority Filling Obligations"). The release provided herein shall be effective commencing on either (i) the issuance of the first building permit for development of the Project, or any portion thereof, or (ii) September 30, 2020, whichever occurs first. Following the termination of Priority Filling Obligations, Developer may no longer claim any rights or benefits to the terms of such Priority Clause.

6.8 **Venue.** In the event of any judicial action, venue shall be in the Superior Court of Los Angeles County.

6.9 **Survival of Indemnity Obligations.** All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than a default by City.

7. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and City agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested interpretation or modification provided City determines such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending

the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Property acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Specific Plan applicable to the Property or such part thereof so acquired by the Mortgagee.

8. INSURANCE.

8.1 Types of Insurance.

8.1.1 *Public Liability Insurance.* Prior to commencement and until completion of construction by Developer on the Property, Developer shall, at its sole cost and expense, keep or cause to be kept in force, for the mutual benefit of City and Developer, comprehensive broad form general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage. Such policy shall provide at least One Million Dollars ($1,000,000) for any one accident or occurrence, including bodily injury and property damage, which limits shall be subject to such increases in amount as City may reasonably require from time to time.

8.1.2 *Builder's Risk Insurance.* Prior to commencement and until completion of construction by Developer on the Property, Developer shall procure and shall maintain in force, or caused to be maintained in force, "all risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits in accordance with subsection (8.1.1) above.

8.1.3 *Worker's Compensation.* Developer shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law.

8.1.4 *Other Insurance.* Developer may procure and maintain any insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance.

8.2 **Insurance Policy Form, Sufficiency, Content and Insurer.** All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed and admitted to do business by California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence of City or Developer that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance required to be procured by the terms of this Agreement. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. In the event the City's Risk Manager determines that the use, activities or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property under this Agreement creates an increased or decreased risk of loss to the City, Developer agrees that the minimum limits of the insurance policies required by Section 8.1 may be changed accordingly upon receipt of written notice from the City's Risk Manager; provided that Developer shall have the right to appeal a determination of increased coverage to the City Council of City within ten (10) days of receipt of notice from the City's Risk Manager.

8.3 **Failure to Maintain Insurance and Proof of Compliance.** Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

(a) For insurance required above, within thirty (30 days) after the Effective Date.

(b) For any renewal or replacement of a policy already in existence, at least ten (10) days before the expiration or termination of the existing policy.

If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder.

9. AMENDMENT AND MODIFICATION OF DEVELOPMENT AGREEMENT.

9.1 **Initiation of Amendment.** Either party may propose an amendment to this Agreement.

9.2 **Procedure.** Except as set forth in Section 9.4 below, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for

entering into this Agreement in the first instance, and meet the requirements of the Development Agreement Statute § 65867.

9.3 **Consent.** Except as expressly provided in this Agreement, no amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the parties hereto and recorded in the Official Records of Los Angeles County.

9.4 **Minor Modifications.** The provisions of this Agreement require a close degree of cooperation between the City and the Developer. Implementation of the Project may require minor modifications of the details of the Specific Plan and affect the performance of the parties under this Agreement. The anticipated refinements to the Project and the Development of the Property may demonstrate that clarifications to this Agreement and the Existing Land Use Regulations are appropriate with respect to the details of performance of the City and the Developer. The parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, non-substantive and procedural modifications of the Specific Plan shall be those that qualify for a Substantial Conformance Determination under the provisions of the Chapter 5 of the Specific Plan, at Section B thereunder and shall not require amendment of this Agreement.

9.5 Hearing Rights Protected. Notwithstanding the foregoing, City will process any change to this Agreement consistent with state law and will hold public hearings thereon if so required by state law and the parties expressly agree nothing herein is intended to deprive any party or person of due process of law.

9.6 **Effect of Amendment to Development Agreement.** All modifications determined not to be minor shall require an amendment to this Agreement. Except as expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either party under this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 **Recordation of Agreement.** This Agreement shall be recorded with the County Recorder by the City Clerk within the period required by Section 65868.5 of the Government Code. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

10.2 **Entire Agreement.** This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 **Severability.** If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then this Agreement shall terminate in its

entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

10.4 **Interpretation and Governing Law.** This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party or in favor of City shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 **Section Headings.** All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 **Singular and Plural.** As used herein, the singular of any word includes the plural.

10.7 **Time of Essence.** Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.8 **Waiver.** Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.9 **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit for the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.10 **Force Majeure.** Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions and pending litigation (such as restraining orders or injunctions, or petitions for writ of mandate filed challenging the Development Approvals), the existence of third party lawsuits, which impact development of the Project, or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than one (1) year.

10.11 **Mutual Covenants.** The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.12 **Counterparts.** This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.13 **Estoppel Certificates.** Either party (or a Mortgagee under Article 7) may at any time deliver written notice to the other party requesting an Estoppel Certificate stating:

A. The Agreement is in full force and effect and is a binding obligation of the parties;

B. The Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and

C. There are no existing defaults under the Agreement to the actual knowledge of the party signing the Estoppel Certificate.

A party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting party within thirty (30) days after receipt of the request. The City Manager may sign Estoppel Certificates on behalf of the City. An Estoppel Certificate may be relied on by assignees and Mortgagees.

10.14 **Covenant Not To Sue.** The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, or based on any allegation or assertion in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

10.15 **Project as a Private Undertaking.** It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the Development of private property, on the one hand, and the holder of a legal or equitable interest in such property and as future holder of fee title to such property, on the other hand. City agrees that by its approval of, and entering into, this Agreement that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement, including but not limited to Developer's obligation to provide the public improvements set forth herein.

10.16 **Further Actions and Instruments.** Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated here under in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with

acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.17 **Eminent Domain.** No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

10.18 **Attorney's Fees.** If either party to this Agreement is required to initiate or defend litigation against the other party, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and, in addition, a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to a final judgment.

10.19 **Corporate Authority.** The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

10.20 **Notices.** All notices under this Agreement shall be effective when delivered by (i) personal delivery, or (ii) reputable same-day or overnight courier or messenger service, (iii) overnight United States Postal Service Express Mail, postage prepaid, or (iv) by United States Postal Service mail, registered or certified, postage prepaid; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

Original To City:	City of Irwindale 5050 N. Irwindale Ave. Irwindale, CA 91706 Attn: City Manager
With copy to:	Aleshire & Wynder 18881 Von Karman Avenue, Suite 1700 Irvine, CA 92612 Attn: Fred Galante
With copy to :	Tony Spinrad (Developer) Irwindale Partners II, LLC 373 E. Foothill Blvd, Suite 100 San Dimas, CA 91773

With copy to: Jeff Yellen
Irwindale Partners, LP
11021 Winner's Circle, Suite 200
Los Alamitos, CA 90720

and

John A. Ramirez
Rutan & Tucker, LLP
611 Anton Blvd.
Costa Mesa, CA 92694

10.21 **Recitals.** The recitals in this Agreement constitute part of this Agreement and each party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement.

10.22 **No Brokers.** City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement arising out of agreements by the indemnifying party to pay any commission or finder's fee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

City: CITY OF IRWINDALE, a municipal corporation

By: _____
Albert F. Ambriz, Mayor

ATTEST:

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

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By _____
Fred Galante, City Attorney

Developer: IRWINDALE PARTNERS II, LLC, a California limited liability company

By: _____
Tony Spinrad, Managing Member

By: _____
John Edwards, Jr., Member

[End of Signatures]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Irwindale, County of Los Angeles, State of California, described as follows:

PARCEL 1:

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

THOSE PORTIONS OF LOTS 36, 43, AND 44 OF THE J.R. LOFTUS TRACT NO. 1, AS SHOWN ON A MAP RECORDED IN BOOK 14, PAGE 29 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES, CALIFORNIA, AND ALSO THAT PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 11 WEST, OF THE SUBDIVISION OF THE RANCHO AZUSA DE DUARTE, AS SHOWN ON A MAP RECORDED IN BOOK 6, PAGES 80 TO 82, INCLUSIVE, OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, BOUNDED AS FOLLOWS:

BOUNDED WESTERLY BY THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 35 OF SAID J.R. LOFTUS TRACT NO. 1;

BOUNDED SOUTHWESTERLY BY THE NORTHEASTERLY LINE OF THE 100-FOOT WIDE PUBLIC ROAD DESCRIBED IN THE FINAL JUDGMENT IN FAVOR OF THE COUNTY OF LOS ANGELES UNDER CASE NO. 269622 IN SUPERIOR COURT, RECORDED AUGUST 18, 1933 IN BOOK 12289, PAGE 277 OF OFFICIAL RECORDS.

BOUNDED EASTERLY BY THE GENERAL WESTERLY LINES OF THE LAND DESCRIBED IN PARCEL 3A (REAMENDED) IN THE FINAL ORDER OF CONDEMNATION IN FAVOR OF THE PEOPLE OF THE STATE OF CALIFORNIA UNDER CASE NO. 842381 IN SUPERIOR COURT, RECORDED FEBRUARY 25, 1970 AS DOCUMENT NO. 2784, IN BOOK D-4641, PAGE 886 OF OFFICIAL RECORDS.

BOUNDED NORTHWESTERLY BY THE SOUTHEASTERLY LINE OF 100-FOOT WIDE PUBLIC ROAD DESCRIBED IN THE FINAL ORDER OF CONDEMNATION IN FAVOR OF THE COUNTY OF LOS ANGELES UNDER CASE NO. 517607 IN SUPERIOR COURT, RECORDED JANUARY 12, 1949 AS DOCUMENT NO. 1324, IN BOOK 29149, PAGE 166 OF OFFICIAL RECORDS.

AND BOUNDED NORTHERLY BY A LINE HAVING A BEARING AND DISTANCE OF "SOUTH 83°39'23"WEST, 384.64," AS SAID LINE IS SET FORTH IN PARCEL 3A OF THE FINAL ORDER OF CONDEMNATION RECORDED FEBRUARY 25, 1970 AS DOCUMENT NO. 2784, IN BOOK D-4641, PAGE 866 OF OFFICIAL RECORDS.

APN: 8532-001-002

PARCEL 2:

THAT PORTION OF LOT 6 OF FRACTIONAL SECTION 1 OF TOWNSHIP 1 SOUTH, RANGE 11 WEST, AS SHOWN ON MAP OF THE SUBDIVISION OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGES 80 TO 82 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AS FOLLOWS:

BOUNDED NORTHERLY BY THE SOUTHERLY LINE OF ARROW HIGHWAY, 100 FEET WIDE, AS DESCRIBED IN PARCEL 4-3, IN FINAL ORDER OF CONDEMNATION ENTERED IN LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 517607, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK 29149 PAGE 166 OFFICIAL RECORDS OF SAID COUNTY, BOUNDED SOUTHERLY BY THE NORTHERLY LINE OF LIVE OAK AVENUE, 100 FEET WIDE, AS DESCRIBED IN FINAL ORDER OF CONDEMNATION ENTERED IN LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 269622, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK 12289 PAGE 277 OFFICIAL RECORDS OF SAID COUNTY, BOUNDED WESTERLY BY THE EAST LINE OF PARCEL 1 OF PARCEL MAP NO. 18724, AS SHOWN ON MAP FILED IN BOOK 198 PAGES 77 AND 78 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8532-001-901 (OLD) 8532-001-006 (NEW)

PARCEL 3:

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

PARCEL 1 OF PARCEL MAP NO. 18724, AS PER MAP FILED IN BOOK 198, PAGES 77 AND 78 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8532-001-900

EXHIBIT "B"

SPECIFIC PLAN, CONCEPTUAL PLANS, TPM CONDITIONS OF APPROVAL
(Attached Separately)

EXHIBIT "C"

PUBLIC IMPROVEMENTS

Off-site improvements that would occur in association with the Project include the following:

Construction of an 10-foot wide meandering sidewalk/landscaped parkway along the Project's frontage with Live Oak Avenue and Arrow Highway;

Construction of a 12-inch underground water main in the segments of Live Oak Avenue and Arrow Highway that front the Project site;

Construction of a 16-inch underground water main in the segment of the Avenida Barbosa right-of-way located between Buena Vista Street and Arrow Highway;

Construction of a 16-inch underground water main in the segment of Buena Vista Street located east of the intersection of Avenida Barbosa and Buena Vista Street which would connect to an existing pipeline in Buena Vista Street;

Upsizing of an existing 8-inch underground water main in Buena Vista Street to a 12-inch underground water main;

Construction of lateral connections to proposed and existing water, sewer and storm water utilities located in Arrow Highway and Live Oak Avenue; and

Construction of driveway aprons along Arrow Highway and Live Oak Avenue.

Off-site Traffic Improvements.

MM 4.11-1 Prior to issuance of the first certificate of occupancy, the Project Applicant shall submit to the City of Irwindale a payment equal to the full cost to install the following improvement at Intersection #3 – Longden Avenue & Live Oak Avenue/Driveway. The City of Irwindale shall ensure installation of the improvement.

Restripe a 3rd eastbound through lane and modify the existing traffic signal to accommodate the additional 3rd eastbound lane.

MM 4.11-2 Prior to issuance of the first certificate of occupancy, the Project Applicant shall submit to the City of Irwindale a payment equal to the full cost to install the following improvement at Intersection #27 – Stewart Avenue & Live Oak Avenue. The City of Irwindale shall ensure installation of the improvement.

Restripe a 3rd westbound through lane and modify the existing traffic signal to accommodate the additional 3rd westbound lane. MM 4.11-2

MM 4.11-3 Prior to issuance of the first certificate of occupancy, the Project Applicant shall submit to the City of Irwindale a payment equal to the full cost to install the following improvement at Intersection #29 – Arrow Highway & Live Oak Avenue. The City of Irwindale shall ensure installation of the improvement.

Restripe a 3rd eastbound through lane and modify the existing traffic signal to accommodate the additional 3rd eastbound lane.

MM 4.11-4 Prior to issuance of the first certificate of occupancy, the Project Applicant shall submit to the City of Irwindale a payment equal to the full cost to install the following improvement at the intersection of Maine Avenue & Arrow Highway (Intersection #30). The City of Irwindale shall ensure installation of the improvement.

• Restripe a 3rd eastbound through lane and modify the existing traffic signal to accommodate the additional 3rd eastbound lane.

MM 4.11-5 Prior to issuance of building permits for future implementing development projects that involve a driveway connection point with Arrow Highway or Live Oak Avenue, the Project Applicant shall submit a driveway access study to the City of Irwindale Public Works Department for City review and approval. The study shall be prepared by a licensed traffic engineer, identify the proposed access driveway(s) connecting to a public street, and include a detailed evaluation of the proposed driveway for intersection lane geometrics, turn lane storage capacity, and sight distance. The City shall require that the driveway intersection be constructed in accordance with the City-approved access study prior to the issuance of a certificate of occupancy for any building that would use the driveway for ingress/egress.

Based on the studied driveway locations (as shown on Exhibit 1-1 of The Park @ Live Oak Traffic Impact Analysis prepared by Urban Crossroads, Inc. and dated December 12, 2018) and mix of land uses studied in The Park @ Live Oak Specific Plan's Traffic Impact Analysis prepared by Urban Crossroads, Inc. and dated December 12, 2018 (as shown in EIR Table 4.11-15, Project Trip Generation Summary (Actual Vehicles)), the following are anticipated to be required as the maximum extent of public roadway lane configuration and signalization improvements:

a) As a condition of any building permit that would involve ingress/egress at the intersection of Arrow Highway and Private Drive A, the Project Applicant shall install the following improvements at the existing intersection of Avenida Barbosa/Private Drive A & Arrow Highway (Intersection #15). The improvements shall be constructed and operable prior to the issuance of a certificate of occupancy.

- Restripe a southbound through lane. (E+P requirement)
- Add a 3rd eastbound through lane. (E+P requirement)
- Add a westbound left turn lane. (E+P requirement)

• Add a 2nd westbound left turn lane (E+P requirement with maximum commercial development in Planning Areas 1A and 2A)
• Add a northbound left turn lane. (2020 Opening Year requirement)
• Add a northbound through lane. (2020 Opening Year requirement)
• Add a northbound right turn lane. (2020 Opening Year requirement)
• Modify traffic signal to accommodate the above-listed changes to lane configurations.

b) As a condition of any building permit that would involve ingress/egress at the intersection of Arrow Highway and Private Drive B, the Project Applicant shall install the following improvement at Private Drive B & Arrow Highway (Intersection #11). The improvement shall be constructed and operable prior to the issuance of a certificate of occupancy.

• Install a traffic signal (E+P requirement with maximum commercial development in Planning Areas 2A and 3A)

c) As a condition of any building permit that would involve ingress/egress access at the intersection of Live Oak Avenue and Private Drive A, the Project Applicant shall install the following improvement at Private Drive A and Live Oak Avenue (Intersection #16). The improvement shall be constructed and operable prior to the issuance of a certificate of occupancy.

• Install a traffic signal (E+P requirement)

d) As a condition of any grading or building permit that would involve ingress/egress access at the existing intersection of Speedway Driveway & Live Oak Avenue, the Project Applicant shall install the following roadway improvement at Speedway Driveway & Live Oak Avenue (Intersection #7). The improvement shall be constructed and operable prior to the issuance of a certificate of occupancy.

• Install a traffic signal (E+P requirement)
• Add a 3rd westbound through lane. (E+P requirement)

e) As a condition of any building permit that would involve ingress/egress at the existing intersection of Live Oak Avenue and the entrance driveway to the Irwindale Events Center Intersection #13 (Project Driveway 7), the Project Applicant shall install the following improvement at Project Driveway 7/Driveway & Live Oak Avenue (Intersection #13). The improvement shall be constructed and operable prior to the issuance of a certificate of occupancy.

• Add a 3rd eastbound through lane and modify the traffic signal to accommodate the additional 3rd eastbound lane. (E+P requirement)

MM 4.11-6 Prior to the issuance of each building permit for future implementing development projects proposed within The Park @ Live Oak Specific Plan, the Project Applicant shall submit a preliminary trip generation calculation and trip distribution exhibit to the City of Irwindale Public Works Department for the development project under consideration for City review and approval. The preliminary calculation and exhibit shall be prepared by a licensed traffic engineer and be accompanied by sufficient analytical data to enable the City to (1) Determine which of the mitigation measures identified below to address cumulatively considerable impacts in the E+P, Opening Year 2020, and Horizon Year 2040 scenarios are applicable to the implementing project and calculate the fair share percentage associated with each applicable respective mitigation measure, and (2) Enable the City to determine sufficient intersection and driveway geometrics and lane storage and turn lane capacity needs. The City Engineer shall have the authority to determine the extent of the traffic study and analyses required to determine the appropriate mitigation measures and fair share calculations. Traffic analyses shall utilize traffic counts collected within 12 months of the analysis.

Proposed development projects and speculative buildings without an occupant or tenant shall be analyzed in accordance with the proposed uses, trip generations rates and planning areas listed in EIR Table 4.11-15. For the purposes of the traffic analysis, uses assigned to speculative developments within The Park @ Live Oak Specific Plan site shall be consistent with the distribution and proportion of uses and trip generation rates studied in The Park @ Live Oak Specific Plan's Traffic Impact Analysis prepared by Urban Crossroads, Inc. and dated December 12, 2018 and listed in EIR Table 4.11-15.

If the total trips generated by all developments within The Park @ Live Oak Specific Plan area exceeds the trips analyzed in The Park @ Live Oak Specific Plan's Traffic Impact Analysis prepared by Urban Crossroads, Inc. and dated December 12, 2018 (1,280 PCE AM peak hour trips and 1,644 PCE PM peak hour trips), an additional full Traffic Impact Analysis shall be required.

Based on the studied driveway locations (depicted on Exhibit 1-1 of The Park @ Live Oak Specific Plan's Traffic Impact Analysis prepared by Urban Crossroads, Inc. and dated December 12, 2018), mix of land uses, and projected traffic volumes studied in the Park @ Live Oak Specific Plan's Traffic Impact Analysis and listed in EIR Table 4.11-15, the following are anticipated to be to applicable to some or all implementing development projects:

a) Prior to issuance of building permits, the Project Applicant shall make a fair share monetary contribution to the City of Irwindale for the following improvements to Intersection #1 – Myrtle Avenue & Longden Avenue:

• Restripe a 2nd eastbound through lane and widen the bridge over the Sawpit Wash.

b) Prior to issuance of building permits, the Project Applicant shall make a fair share monetary contribution to the City of Irwindale for the following improvements to Intersection #2 – Myrtle Avenue/Peck Road & Live Oak Avenue:

- Add a 2nd southbound left turn lane and modify the existing traffic signal to

accommodate the 2nd southbound left turn lane.

c) Prior to issuance of grading and building permits, the Project Applicant shall make a fair share monetary contribution to the City of Irwindale for the following improvements to Intersection #4 – Live Oak Avenue & Arrow Highway (West):

- Add a 3rd westbound through lane.
- Restripe a 3rd eastbound through lane.
- Modify the existing traffic signal to accommodate the above-listed lane configuration improvements.

d) Prior to issuance of grading and building permits, the Project Applicant shall make a fair share monetary contribution to the City of Irwindale for the following improvements to Intersection #15 – Avenida Barbosa/Private Drive A & Arrow Highway:

- Add a 3rd westbound through lane.
- Add a 2nd eastbound left turn lane.
- Modify the traffic signal to implement overlap phasing on the westbound right turn lane and accommodate the changes to lane configuration.

e) Prior to issuance of grading and building permits, the Project Applicant shall make a fair share monetary contribution to the City of Irwindale for the following improvements to Intersection #7 – Speedway Driveway & Live Oak Avenue:

- Install a traffic signal.

f) Prior to issuance of building permits, the Project Applicant shall make a fair share monetary contribution to the City of Irwindale for the following improvements to Intersection #13 – Driveway 7/Driveway & Live Oak Avenue:

- Add an eastbound right turn lane and modify the existing traffic signal to accommodate the new eastbound right turn lane.

g) Prior to issuance of grading and building permits, the Project Applicant shall make a fair share monetary contribution to the City of Irwindale for the

following improvements to Intersection #23 – I-605 Northbound Off-Ramp & Live Oak Avenue:

• Install a traffic signal.

h) Prior to the issuance of building permits, the Project Applicant shall make a fair share monetary contribution to the City of Irwindale for the following improvements to Intersection #26 – Rivergrade Road & Live Oak Avenue:

• Modify the traffic signal to implement overlap phasing on the northbound right turn lane.

i) Prior to issuance of building permits, the Project Applicant shall make a fair share monetary contribution to the City of Irwindale for the following improvements to Intersection #27 – Stewart Avenue & Live Oak Avenue

• Restripe a 3rd eastbound through lane and modify the existing traffic signal to accommodate the 3rd eastbound through lane.

MM 4.11-7 Mitigation and fair share calculations for impacts to State Highway System facilities shall be subject to the review and approval of the California Department of Transportation (Caltrans). Fair share contributions for improvements to State Highway System facilities shall be determined by and paid to Caltrans in accordance with nexus requirements contained in the Mitigation Fee Act (Govt. Code § 66000 et seq.) and 14 Cal. Code of Regs. § 15126.4(a)(4).

MM 4.11-8 Prior to the issuance of grading or building permits, the Project Applicant shall prepare and the City of Irwindale shall approve a temporary traffic control plan. The temporary traffic control plan shall comply with the applicable requirements of the California Manual on Uniform Traffic Control Devices and shall address temporary closures of roadways and sidewalks. A requirement to comply with the temporary traffic control plan shall be noted on all grading and building plans and also shall be specified in bid documents issued to prospective construction contractors.

EXHIBIT "D"

CC&Rs

FREE RECORDING REQUESTED AND
WHEN RECORDED, RETURN TO:

City of Irwindale
5050 N. Irwindale Ave.
Irwindale, CA 91706

Attn: City Clerk

(Space above this line for Recorder's Office Use Only)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("**CC&Rs**") is made and entered into this 12th day of February, 2020, by IRWINDALE PARTNERS II, LLC, a California limited liability company (collectively, "**Owner**"). These CC&Rs are declared for the benefit of the CITY OF IRWINDALE, a California Charter municipality ("**City**"). Owner and City are occasionally referred to herein each as a "**Party**" and collectively as the "**Parties**".

R E C I T A L S:

A. Owner is the owner of that certain real property located in the City of Irwindale, County of Los Angeles, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("**Site**") .

B. Pursuant to the Development Agreement, Owner shall submit a proposed form of Declaration of Covenants, Conditions and Restrictions to be recorded against the Site to ensure Owner undertakes appropriate development of the Site consistent with The Park @ Live Oak Specific Plan and all applicable building codes in connection with developing the Site and indemnifies the City in ongoing litigation, as further described in these CC&Rs.

D. City has fee or easement interests in various streets, sidewalks and other property within the City and is responsible for the appropriate planning and development of land within the City in such a manner so as to provide for the health, safety and welfare of the residents of the City. That portion of the City's interest in real property most directly affected by these CC&Rs are public rights of way surrounding the Site.

E. City and Owner now desire to place restrictions upon the use and operation of the Site in order to ensure that the Site shall be developed and operated in accordance with the requirements set forth herein.

F. It is the intent of City and Owner that these CC&Rs shall be recorded on title to the Site in the Office of the County Recorder for the County of Los Angeles, and that the terms hereof shall be binding on the Owner and its successors in interest in the Site until replaced with covenants applicable to the developed Site.

AGREEMENT:

NOW, THEREFORE, Owner declares, covenants and agrees, by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a common plan for the improvement and sale of the Site, and are established expressly and exclusively for the use and benefit of City, the residents of the City of Irwindale, and every person buying an interest in the Site.

1. DEVELOPMENT OF THE SITE AND THE PARK @ LIVE OAK Owner has represented and hereby represents to City that it intends to and will develop the Site ("**The Park @ Live Oak**") as an industrial and commercial development in compliance with The Park @ Live Oak Specific Plan.

2. MAINTENANCE.

2.1 General Maintenance Obligations. Following development of the Site in a manner consistent with The Park @ Live Oak Specific Plan, Owner, for itself and its successors and assigns, shall enter into a new covenant agreement to replace these CC&Rs, which shall require Owner to maintain and repair or cause to be maintained and repaired the Site (or such applicable portion of the Site) and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in a first class condition of comparable properties in the Irwindale area and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at Owner's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such pavings at all times be kept in a level and smooth condition. Such conditions to be imposed shall require the Owner to maintain the Property or cause the Property to be maintained in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within one thousand (1,000) feet of such portion of the Site.

2.2 Condition During Construction. During any period of grading or other construction activities, Owner, for itself and its successors and assigns, hereby covenants and agrees to maintain and repair or cause to be maintained and repaired the Site (or such applicable portion of the Site) in a safe condition, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at Owner's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) ground watering or other similar measures for the reasonable suppression of construction-related dust and air particulates; and (iii) employment of acoustical barriers, limited heavy construction hours, or other similar measures for the reasonable suppression of construction-related noise.

2.3 Private Streets, Parking and Driveways. Should any private streets be provided on the Site, including, but not limited to the private drive serving its main access road with signalized intersections at Live Oak Ave and Arrow Highway (at the existing Avenida Barbosa intersection), described as Private Drive A in more detail in the Specific Plan, Owner shall at all times assure that each such private streets have full access to public rights of way, as expressly approved by the City Engineer of the City. The driveways and traffic aisles on the Site shall be kept clear and unobstructed at all times. No obstructions to vehicular or pedestrian traffic shall project into any of the driveways, traffic aisles, or pedestrian thoroughfares in such a manner as to unreasonably block ingress, egress and circulation or create a safety hazard. Additionally, Owner shall further cause to be maintained all areas as described in Section H., entitled "Maintenance Plan," of the Specific Plan, including but not limited to, enforcing the Truck Traffic Management Plan contained in the in the Specific Plan.

2.4 Right of Entry. From and after the date(s) that Owner's obligations to maintain the Site commence under Sections 2.1 through 2.3, and in the event Owner, or its successors or assigns, fail to maintain the common area of the Site as set forth in Sections 2.1 through 2.3 above, and satisfactory progress is not made in correcting the condition within thirty (30) days from the date of written notice from City, City may, at its option, and without further notice to Owner, declare the unperformed maintenance to constitute a public nuisance. Thereafter, subject to the rights of tenants to perform the landscaping or maintenance pursuant to such tenant's lease, City, its employees, contractors or agents, may cure Owner's default by entering upon the Site and performing the necessary maintenance. The City shall give Owner reasonable notice of the time and manner of entry, and entry shall only be at such times and in such manner as is reasonably necessary to carry out these CC&Rs. The Owner, or its successors and assigns owning the affected portion of the Site, shall pay such costs as are reasonably incurred by City for such maintenance for the affected common area of the Site, including attorneys' fees and costs within thirty (30) days after receipt of a written invoice from City with supporting documentation for such costs.

Nothing in this Section 2.4 shall be construed to waive, limit or prevent the City from seeking all legal and equitable remedies for the abatement or prosecution of public nuisances found on the Site in the reasonable determination of a duly authorized official of the City, regardless of whether such nuisance conditions are located within a common area, tenant improvement, or any other portion of the Site.

2.5 Lien. If such costs incurred by City pursuant to Section 2.4 above are not reimbursed within thirty (30) days after Owner's, or such successors or assigns, receipt of written notice thereof with supporting documentation as set forth in Section 2.5 above, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at a rate equal to the lesser of ten percent (10%) per annum or the legal maximum until paid. Any and all delinquent amounts, together with said interest, costs and reasonable attorney's fees, shall be an obligation of the Owner or such successor or assign as well as a lien and charge, with power of sale, upon the property interests of Owner or such successor, and the rents, issues and profits of such property. City may bring an action at law against Owner or such successor obligated to pay any such sums or foreclose the lien against Owner's or such successor's property interests. Any such lien shall be created by recordation of a Notice of Claim of Lien against the affected portion of the Site and may be enforced by sale by the City following recordation of a Notice of Default of Sale given in the manner and time required by law as in the case of a deed of trust; such sale to be conducted in accordance with the provisions of Section 2924, *et seq.*, of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

Any monetary lien provided for herein shall be subordinate to any bona fide mortgage or deed of trust covering an ownership or leasehold interest in and to the Site or the applicable portion thereof, and any purchaser at any foreclosure or trustee's sale (as well as the transferee under any deed or assignment in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust shall take title free from any monetary lien created by these CC&Rs, but otherwise subject to the provisions hereof; provided that, after the foreclosure of any such mortgage and/or deed of trust, all other assessments provided for herein to the extent they relate to the expenses incurred subsequent to such foreclosure and are assessed hereunder to the purchaser at the foreclosure sale, as Owner of the subject Site after the date of such foreclosure sale, shall become a lien upon the affected portion of the Site upon recordation of a Notice of Claim of Lien as hereinabove provided.

3. COMPLIANCE WITH LAWS.

Owner or its successors and assigns shall comply with all ordinances and regulations of the State or City applicable to the Site. Owner or its successors and assigns shall comply with all rules and regulations of any assessment district of the City with jurisdiction over the Site.

4. OBLIGATION TO REPAIR.

If a portion of the Project shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty, Owner, or its successor with respect to the affected portion of the Project, shall either (i) promptly proceed to obtain any available insurance proceeds and take all steps necessary to begin reconstruction and, upon receipt of insurance proceeds and any applicable permits and approvals, to promptly and diligently commence and to thereafter pursue the repair or replacement of the affected portion of the Project to substantially the same condition as existed prior to such damage or destruction, or (ii) if Owner, or such successor with respect to the affected portion of the Site, elects not to restore or replace such improvements, such Owner or successor shall promptly remove all debris from the affected portion of the Site and place the affected portion of the Site in a clear and secure condition. City shall cooperate with Owner, at no

expense to City, in obtaining any governmental permits required for the repair, replacement, or restoration of any improvements. Following any such event of damage or destruction, Owner, or its successor with respect to the affected portion of the Site, may also reconstruct such other improvements on the Site as are consistent with applicable land use regulations provided it shall obtain all legally required approvals from the City and other governmental agency or agencies with jurisdiction with respect to those improvements.

5. ENFORCEMENT.

In the event Owner defaults in the performance or observance of any covenant, agreement or obligation of Owner pursuant to these CC&Rs, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by City, or, in the event said default cannot reasonably be cured within said time period, Owner has failed to commence to cure such default within said thirty (30) days and thereafter fails to diligently prosecute said cure to completion, then City may declare an "Event of Default" to have occurred hereunder, and, at its option, may take one or more of the following steps:

5.1 By mandamus or other suit, action or proceeding at law or in equity, require Owner to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of these CC&Rs; or

5.2 Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of Owner hereunder; or

5.3 Enter the affected portion of the Site and cure the Event of Default.

Except as otherwise expressly stated in these CC&Rs, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it; at the same or different times, of any other rights or remedies for the same default or any other default by another party.

6. COVENANTS TO RUN WITH THE LAND.

Owner hereby subjects the Site to the covenants, reservations, and restrictions set forth in these CC&Rs. City and Owner hereby declare their express intent that all such covenants, reservations, and restrictions shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title to the Site. All covenants, without regard to technical classification or designation, shall be binding for the benefit of the City, and such covenants shall run in favor of the City for the entire term of these CC&Rs, without regard to whether the City is or remains an owner of any land or interest therein to which such covenants relate. Each and every contract, deed or other instrument hereafter executed covering or conveying the Site, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the CC&Rs, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land. City and Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by

enhancing and increasing the enjoyment and use of the Site by the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes of protecting the public health, safety and welfare.

Owner hereby agrees to hold, sell, and convey the Site subject to the terms of these CC&Rs. Owner also grants to the City, as a third party beneficiary hereof, the right and power to enforce the terms of these CC&Rs against the Owner and all persons having any right, title or interest in the Site or any part thereof, their heirs, successive owners and assigns.

7. INDEMNIFICATION.

Owner, while in possession of the Site, and each successor or assign of Owner while in possession of the Site, shall remain fully obligated for the payment of any property taxes and assessments applicable to its interest in the Site. Owner, and its successors and assigns, shall indemnify, defend and hold harmless City from and against any loss, liability, claim or judgment arising from their breach of the foregoing covenant. The foregoing indemnification, defense, and hold harmless agreement shall only be applicable to and binding upon the party then owning the Site or applicable portion thereof.

8. INSURANCE.

Owner covenants and agrees for itself, and its assigns and successors-in-interest in the Site, that during grading and related construction activities on the Site, Owner or such successors and assigns shall procure and keep in full force and effect or cause to be procured and kept in full force and effect for the mutual benefit of Owner and City, and shall provide City evidence reasonably acceptable to Executive Director and the City's Risk Manager of the existence of, the following policies of insurance:

8.1 Comprehensive General Liability Insurance. Prior to commencement and until completion of construction by Developer on the Property, Developer shall, at its sole cost and expense, keep or cause to be kept in force, for the mutual benefit of City and Developer, comprehensive broad form general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage. Such policy shall provide protection of at least One Million Dollars ($ 1,000,000) for any one accident or occurrence, $2,000,000 general aggregate, for including bodily injury and property damage, which limits shall be subject to such increases in amount as City may reasonably require from time to time.

8.2 Workers' Compensation Insurance. If applicable, Owner shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that any contractor with whom Owner has contracted for the performance of any work for which Owner is responsible hereunder carries workers' compensation insurance as required by law.

9. ATTORNEY'S FEES.

In the event that a party to these CC&Rs brings an action against the other party hereto by reason of the breach of any condition, covenant, representation or warranty in these CC&Rs, the prevailing party in such action shall be entitled to recover from the other reasonable expert witness fees, and its reasonable attorney's fees and costs. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, including the conducting of discovery.

10. AMENDMENTS.

These CC&Rs shall only be amended by a written instrument executed by both the Owner and City or their successors in title, and duly recorded in the real property records of the County of Los Angeles.

11. NOTICES.

Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

Original To City: City of Irwindale
5050 N. Irwindale Ave.
Irwindale, CA 91706
Attn: City Manager

With copy to: Aleshire & Wynder
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attn: Fred Galante

With copy to: Owner: Irwindale Partners, LP
11021 Winners Circle, Suite 200
Los Alamitos, CA 9072
Attn: Jeffrey Yellen

With a copy to: John A. Ramirez
Rutan & Tucker, LLP
611 Anton Blvd. Costa Mesa, CA 92694 Email:
jramirez@rutan.com

The notice shall be deemed given three (3) business days after the date of mailing, or, if personally delivered, when received.

12. SEVERABILITY / WAIVER / LENDER PROTECTION.

12.1 Severability. If any provision of these CC&Rs shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

12.2 Waiver. A waiver by either party of the performance of any covenant or condition herein shall not invalidate these CC&Rs nor shall it be considered a waiver of any other covenants or conditions, nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

12.3 Owner's Breach Does Not Defeat Mortgage Lien. Owner's breach of any of the covenants or restrictions contained in these CC&Rs shall not defeat or render void or invalid the lien of any mortgage, deed of trust or other security interest encumbering the Site made in good faith and for value but, unless otherwise provided herein, the terms, covenants, conditions, restrictions, easements and reservations of these CC&Rs shall be binding and effective against the holder of such encumbrance whose interest is acquired by foreclosure, trustee's sale, deed or assignment in lieu thereof, or otherwise.

13. GOVERNING LAW.

These CC&Rs shall be governed by the laws of the State of California.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Owner has executed these CC&Rs by its duly authorized representative on the date first written hereinabove.

"OWNER"

IRWINDALE PARTNERS, LP, a California Limited Partnership

By: _____
Jeffrey Yellen, President, Irwindale Management, Inc., a California Corp (General Partner)

By: _____
John Edwards, Jr., Managing Member, Yellow Iron Development 255, a Delaware limited liability company (Partner)

APPROVED BY CITY OF IRWINDALE as third-party beneficiary to the CC&Rs:

City: CITY OF IRWINDALE, a municipal corporation

By: _____
Albert F. Ambriz, Mayor

ATTEST:

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

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By _____
Fred Galante, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

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

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

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

PARCEL 1:

THAT PORTION OF LOT 6 OF FRACTIONAL SECTION 1 OF TOWNSHIP 1 SOUTH, RANGE 11 WEST, AS SHOWN ON MAP OF THE SUBDIVISION OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGES 80 TO 82 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AS FOLLOWS:

BOUNDED NORTHERLY BY THE SOUTHERLY LINE OF ARROW HIGHWAY, 100 FEET WIDE, AS DESCRIBED IN PARCEL 4-3, IN FINAL ORDER OF CONDEMNATION ENTERED IN LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 517607, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK 29149 PAGE 166 OF OFFICIAL RECORDS OF SAID COUNTY, BOUNDED SOUTHERLY BY THE NORTHERLY LINE OF LIVE OAK AVENUE, 100 FEET WIDE, AS DESCRIBED IN FINAL ORDER OF CONDEMNATION ENTERED IN LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 269622, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK 12289 PAGE 277 OF OFFICIAL RECORDS OF SAID COUNTY, BOUNDED WESTERLY BY THE EAST LINE OF PARCEL 1 OF PARCEL MAP NO. 18724, AS SHOWN ON MAP FILED IN BOOK 198 PAGES 77 AND 78 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8532-001-006

PARCEL 2:

THOSE PORTIONS OF LOTS 36, 43, AND 44 OF THE J.R. LOFTUS TRACT NO. 1, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 14, PAGE 29 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES, CALIFORNIA, AND ALSO THAT PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 11 WEST, OF THE SUBDIVISION OF THE RANCHO AZUSA DE DUARTE, IN SAID CITY, COUNTY AND STATE, AS SHOWN ON A MAP RECORDED IN BOOK 6, PAGES 80 TO 82 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, BOUNDED AS FOLLOWS:

BOUNDED WESTERLY BY THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 35 OF SAID J.R. LOFTUS TRACT NO. 1; BOUNDED SOUTHWESTERLY BY

THE NORTHEASTERLY LINE OF THE 100-FOOT WIDE PUBLIC ROAD DESCRIBED IN THE FINAL JUDGEMENT IN FAVOR OF THE COUNTY OF LOS ANGELES UNDER CASE NO. 269622 IN SUPERIOR COURT, RECORDED AUGUST 18, 1933 IN BOOK 12289, PAGE 277 OF OFFICIAL RECORDS; BOUNDED EASTERLY BY THE GENERAL WESTERLY LINES OF THE LAND DESCRIBED IN PARCEL 3A (REAMENDED) IN THE FINAL ORDER OF CONDEMNATION IN FAVOR OF THE PEOPLE OF THE STATE OF CALIFORNIA UNDER CASE NO. 842381 IN SUPERIOR COURT, RECORDED FEBRUARY 25, 1970 AS DOCUMENT NO. 2784, IN BOOK D-4641, PAGE 886 OF OFFICIAL RECORDS; BOUNDED NORTHWESTERLY BY THE SOUTHEASTERLY LINE OF 100-FOOT WIDE PUBLIC ROAD DESCRIBED IN THE FINAL ORDER OF CONDEMNATION IN FAVOR OF THE COUNTY OF LOS ANGELES UNDER CASE NO. 517607 IN SUPERIOR COURT, RECORDED JANUARY 12, 1949 AS DOCUMENT NO. 1324, IN BOOK 29149, PAGE 166 OF OFFICIAL RECORDS; AND BOUNDED NORTHERLY BY A LINE HAVING A BEARING AND DISTANCE OF "SOUTH 83°39'23" WEST, 384.64," AS SAID LINE IS SET FORTH IN PARCEL 3A OF THE FINAL ORDER OF CONDEMNATION RECORDED FEBRUARY 25, 1970 AS DOCUMENT NO. 2784, IN BOOK D-4641, PAGE 866 OF OFFICIAL RECORDS.

APN: 8532-001-002

PARCEL 3:

PARCEL 1 OF PARCEL MAP NO. 18724, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 198 PAGES 77 AND 178 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8532-001-900 (OLD) 8532-001-07 (NEW)

EXHIBIT "E"

SCHEDULE OF ESTIMATED CITY FEES

Community Development Filing Fee Schedule

Adopted by City Council Resolution No. 2018-78-3072 of November 14, 2018

OCCUPANCY PERMIT	
Fee	$150.00
PLAN CHECK	
Tenant Improvement/Addition	$100.00
Entitlement Plan Check	$100.00
REVIEW	
Development Review Team 1st Meeting	No Fee
Development Review Team 2nd Meeting	$250.00
Development Review Team 3rd Meeting	$250.00
Preliminary Review	$300.00
ZONING VERIFICATION LETTER	
Fee	$106.00+ Any Additional Research Costs
RESEARCH & ANALYSIS	
Fee	Hourly Rate Varies
SIGN PERMITS	
For Banners	$40.00
For Wall Signs	$50.00
For Monument Signs	$100.00
BUSINESS LICENSE PROCESSING FEES	
New/1st Time Applications – In City Business	$30.00
New/1st Time Applications – Out of City But Requiring Special Permit Reviews	$30.00
Expedited Fee	$30.00
BUSINESS LICENSE PENALTIES	
Delinquency Penalty Fee	10% 1st Month + 5% Each Additional Month
Enforcement Fee	$200.00
Appeal	$200.00
SPECIAL EVENT PERMIT	
Standard Fee (30 Days or More Prior)	$150.00
Late Fee (10-29 Days Prior)	$203.00

FILM PERMIT

Application.....$215.00

Expedited Fee.....$150.00

CONDITIONAL USE PERMIT & CUP MODIFICATIONS

Application (1) (2) (3).....$2,000.00

Appeal (2).....$400.00

Determination (2).....$300.00

SITE PLAN & DESIGN REVIEW

Administrative Approval (1).....$1,000.00

Discretionary Approval (1) (2) (3).....$2,000.00

VARIANCE

Single Family Home (1) (2) (3).....$300.00

Non-Residential (Standard) (1) (2) (3).....$2,000.00

Appeal (2).....$400.00

ZONING ORDINANCE AMENDMENT

Application (1) (2) (3).....$2,000.00 + Attorney Deposit

Appeal (2).....$400.00 + Attorney Deposit

ZONE CHANGE

Application (1) (2) (3).....$2,000.00

Appeal (2).....$400.00

GENERAL PLAN AMENDMENT

Application (1) (2) (3).....$1,000.00

LAND SUBDIVISIONS

Lot Line Adjustment (4).....$200.00

Tentative Parcel Map (1) (2) (3) (4).....$1,900.00 + $60.00 per lot

Tentative Tract Map (1) (2) (3) (4).....$2,000.00 + $60.00 per lot

Vesting Tentative Map (1) (2) (3) (4).....$2,000.00 + $60.00 per lot

Reversion to Acreage (1) (2) (3) (4).....$200.00

Appeal (2).....$400.00

DEVELOPMENT AGREEMENT

Application + (1) (2) (3).....$2,000.00

City Attorney Deposit.....$10,000.00

All Costs (Consultants, Notices, etc.).....All Costs + Admin. Fee

Note:
(1) Applications subject to environmental assessment fees. Fees are processed once per application package as indicated below:

ENVIRONMENTAL DOCUMENTS	
Environmental Assessment Questionnaire	$250.00
Negative Declaration	$500.00
Mitigated Neg. Dec.	$1,500.00 + Deposit Study + 100% Consultant Cost + Admin. Fee
Env. Impact Report	$1,000.00 + Deposit Study + 100% Consultant Cost + Admin. Fee
CA Dept. of Fish and Wildlife CEQA Filing Fees	See Attached Document

Note:
(2) Applications subject to notification fees. Fees are processed once per application package as indicated below:

NOTIFICATION FEES	
Newspaper Ad (One Hearing Required)	$175.00
Newspaper Ad (Two Hearings Required)	$350.00
Public Notice Mailing/Posting (One Hearing Required)	$1.00/parcel + Admin. Fee
Public Notice Mailing/Posting (Two Hearings Required)	$2.00/parcel + Admin. Fee

Note:
(3) Please submit a separate, undated check made payable to the "LACC" for the fee indicated below, which is a filing fee for the Notice of Determination to be posted for 30 days after the approving body has approved an environmental clearance:

NOTICE OF DETERMINATION FEE (Payable to LACC)	
Fee	$75.00

Note:
(4) Applications subject to engineering fees:

ENGINEERING FEES	
Fee	$7,000 Deposit + all costs for Engineering Review + Admin. Fee

Note:
***35%** Administrative Fee is for review and oversight of projects and contracts.

RECORDING REQUESTED BY:

FIDELITY NATIONAL TITLE COMPANY
4400 MacArthur Blvd., Suite 200
Newport Beach, CA 92660

Return to:
Irwindale Partners, L.P.
11021 Winner's Circle, Suite 200
Los Alamitos, CA 90720

_____

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

REFORMATION OF DEVELOPMENT AGREEMENT

THIS REFORMATION OF DEVELOPMENT AGREEMENT ("Reformation") is entered into as of _____, 2023 ("Effective Date"), by and among IRWINDALE PARTNERS, L.P., a California limited partnership ("Developer") and the City of Irwindale ("City") and acknowledged and agreed to by Irwindale Partners II, LLC, a California limited liability company ("LLC"). Developer, LLC and City (sometimes singularly referred to as a "Party" and collectively as the "Parties"), hereby agree as follows:

1. Facts. This Reformation is made with the following facts in mind:

(a) Developer is the owner of certain parcel of real property more particularly described in **Exhibit A** of this Reformation ("Property").

(b) A Development Agreement relating to the Property was entered into by and between the City and LLC dated as of February 12, 2020 ("Development Agreement").

2. Developer. The Parties agree and acknowledge that the term "Developer" as used in the Development Agreement is hereby amended through reformation (Cal. Civ. Code §3399) to refer to and name "Irwindale Partners, L.P., a California limited partnership," as of the effective date of the Development Agreement By its signature below, Developer affirms and ratifies each of its obligations under the Development Agreement as though it had been designated as "Developer" in the Development Agreement.

3. Counterparts. This Reformation may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have signed this Reformation of Development Agreement as of the date set forth above.

DEVELOPER:

IRWINDALE PARTNERS, L.P.,
a California limited partnership

By: Irwindale Management, LLC,
a California limited liability company
Its: General Partner

By: _____
Name: _____
Title: _____

CITY:

CITY OF IRWINDALE,
a municipal corporation

By: _____
Julian Miranda, City Manager

ATTEST:

By: _____
Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Adrian R. Guerra, City Attorney

ACKNOWLEDGMENT

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

State of California)
County of Los Angeles)

On_____202__ before me, _____
(insert name and title of the officer)
personally appeared _____, _____of _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

ACKNOWLEDGMENT

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

State of California)
County of _____)

On_____202__ before me, _____
(insert name and title of the officer)
personally appeared _____, _____of _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

ACKNOWLEDGMENT

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

State of California)
County of Los Angeles)

On_____202__ before me, _____
(insert name and title of the officer)
personally appeared _____, _____of _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL 1 OF PARCEL MAP 82551, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 411, PAGES 35 THROUGH 45 INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY.

APN: 8532-001-009

PARCEL 2 OF PARCEL MAP 82551, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 411, PAGES 35 THROUGH 45 INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY.

APN: 8532-001-010

PARCEL 1 OF PARCEL MAP NO. 18724, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 198, PAGES 77 AND 78 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8532-001-900

RECORDING REQUESTED BY:

FIDELITY NATIONAL TITLE COMPANY
4400 MacArthur Blvd., Suite 200
Newport Beach, CA 92660

Return to:
Irwindale Partners, L.P.
11021 Winner's Circle, Suite 200
Los Alamitos, CA 90720

_____

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT ASSIGNMENT AND ASSUMPTION AGREEMENT (PARCEL 1)

THIS DEVELOPMENT AGREEMENT ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is entered into as of _____, 2023 ("Effective Date"), by and between IRWINDALE PARTNERS, L.P., a California limited partnership ("Assignor"), and PARK BUILDING 1, LLC, a California limited liability company ("Assignee"). Assignor and Assignee (sometimes referred to as a "Party" and collectively as the "Parties"), hereby agree as follows:

1. Facts. This Assignment is made with the following facts in mind:

(a) Assignor is currently the owner of certain parcel of real property more particularly described in **Exhibit A** of this Assignment ("Assignor Parcel"). Assignee is a single purpose entity wholly-owned by Assignor. In connection with the financing of the Assignor Parcel, Assignor is contemporaneously executing and delivering to Assignee, a grant deed conveying to Assignee all of the Assignor's title and interest in the Assignor Parcel. The Assignor Parcel is located within an industrial/commercial park located in the City of Irwindale, Los Angeles County, California known as The Park at Live Oak ("Project").

(b) A Development Agreement relating to the Project was entered into by and between the City of Irwindale ("City") and Irwindale Partners II, LLC, a California limited liability company ("IP II") dated as of February 12, 2020, as adjusted and clarified by that certain Reformation of Development Agreement dated as of September 25, 2023 (as reformed, "Development Agreement").

2. Assignment. As of the Effective Date, Assignor hereby transfers and assigns to Assignee all of Assignor's transferable rights, title and interest as the Developer in, to and under the Development Agreement with respect to the Assignor Parcel only that may be held by Assignor as Developer and may be freely transferred to Assignee. The Parties agree and acknowledge that Assignor shall retain all rights, title and interest as the Developer in, to and under the Development Agreement with respect to the Project except as relates to the Assignor Parcel.

4. Assumption. As of the Effective Date, Assignee hereby accepts the foregoing assignment and assumes all of Assignor's obligations as the Developer with respect to the Assignor Parcel (and not the Project in general) under the Development Agreement with respect to the period from and after the Effective Date.

5. Indemnification by Assignee. Assignee agrees to indemnify, protect, defend and hold Assignor harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses including, without limitation, reasonable attorneys' fees and costs (collectively, "Claims") arising as a result of any act, omission or obligation of Assignee arising or accruing with respect to the Development Agreement on or after the date hereof, including, without limitation, any breach of the obligations of the Assignee in this Assignment; provided, however, that Assignee shall have no obligation to provide any indemnification or defense for any injury, damage or conduct occurring prior to the Effective Date.

6. Indemnification by Assignor. Assignor hereby agrees to indemnify, protect, defend and hold Assignee harmless from and against any and all Claims asserted by owners under the Development Agreement arising as a result of any act, omission or obligation of Assignor arising or accruing with respect to the Development Agreement prior to the date hereof, including, without limitation, any breach of the obligations of the Assignor in this Assignment; provided, however, that Assignor shall have no obligation to provide any indemnification or defense for any occurrence or any conduct occurring on or after the Effective Date except as may relate to Assignor's duties as "Developer" of the Project.

7. No Encumbrance Created or Spread. The execution and recordation of this Assignment is not intended to and shall not encumber or otherwise affect any of the real property.

8. Successors and Assigns. Subject to any limitations and prohibitions in the Development Agreement, the provisions of this Assignment shall be binding upon, and shall inure to the benefit of, the successors and assigns of Assignor and Assignee, respectively.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have signed this Development Agreement Assignment and Assumption Agreement as of the date set forth in the first paragraph of this Development Agreement Assignment and Assumption Agreement.

ASSIGNOR:

Irwindale Partners, L.P.,
a California limited partnership

By: Irwindale Management, LLC,
a California limited liability company
Its: General Partner

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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

State of California)
County of Los Angeles)

On_____202__ before me, _____
(insert name and title of the officer)
personally appeared _____, _____of _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

IN WITNESS WHEREOF, the Parties have signed this Development Agreement Assignment and Assumption Agreement as of the date set forth in the first paragraph of this Development Assignment and Assumption Agreement.

ASSIGNEE:

THE PARK BUILDING 1, LLC,
A California limited liability company

By: Irwindale Partners, L.P.,
a California limited partnership
Its: Sole Member

By: Irwindale Management, LLC,
a California limited liability company
Its: General Partner

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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

State of California)
County of _____)

On_____202__ before me, _____
(insert name and title of the officer)
personally appeared _____, _____of _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

Legal Description of Assignor Parcel

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

PARCEL 1 OF PARCEL MAP 82551, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 411, PAGES 35 THROUGH 45 INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY.

APN: **8532-001-009**

CONSENT TO DEVELOPMENT AGREEMENT ASSIGNMENT AND ASSUMPTION AGREEMENT

Pursuant to Section 2.3 of that certain Development Agreement dated February 12, 2020, Developer has the right to assign the Property in whole or in part subject to the terms contained said in Section 2.3. The City hereby consents to the assignment of the Development Agreement to The Park Building 1, LLC, a California limited liability company, as to Parcel 1 pursuant to the terms of that certain Development Agreement Assignment and Assumption Agreement.

CITY OF IRWINDALE,
a municipal corporation

By: _____
Julian Miranda, City Manager

ATTEST:

By: _____
Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Adrian R. Guerra, City Attorney

RECORDING REQUESTED BY:

FIDELITY NATIONAL TITLE COMPANY
4400 MacArthur Blvd., Suite 200
Newport Beach, CA 92660

Return to:
Irwindale Partners, L.P.
11021 Winner's Circle, Suite 200
Los Alamitos, CA 90720

_____

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT ASSIGNMENT AND ASSUMPTION AGREEMENT (PARCEL 2)

THIS DEVELOPMENT AGREEMENT ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is entered into as of _____, 2023 ("Effective Date"), by and between IRWINDALE PARTNERS, L.P., a California limited partnership ("Assignor"), and PARK BUILDING 2, LLC, a California limited liability company ("Assignee"). Assignor and Assignee (sometimes referred to as a "Party" and collectively as the "Parties"), hereby agree as follows:

1. Facts. This Assignment is made with the following facts in mind:

(a) Assignor is currently the owner of certain parcel of real property more particularly described in **Exhibit A** of this Assignment ("Assignor Parcel"). Assignee is a single purpose entity wholly-owned by Assignor. In connection with the financing of the Assignor Parcel, Assignor is contemporaneously executing and delivering to Assignee, a grant deed conveying to Assignee all of the Assignor's title and interest in the Assignor Parcel. The Assignor Parcel is located within an industrial/commercial park located in the City of Irwindale, Los Angeles County, California known as The Park at Live Oak ("Project").

(b) A Development Agreement relating to the Project was entered into by and between the City of Irwindale ("City") and Irwindale Partners II, LLC, a California limited liability company ("IP II") dated as of February 12, 2020, as adjusted and clarified by that certain Reformation of Development Agreement dated as of October __, 2023 (as reformed, "Development Agreement").

2. Assignment. As of the Effective Date, Assignor hereby transfers and assigns to Assignee all of Assignor's transferable rights, title and interest as the Developer in, to and under the

Development Agreement with respect to the Assignor Parcel only that may be held by Assignor as Developer and may be freely transferred to Assignee. The Parties agree and acknowledge that Assignor shall retain all rights, title and interest as the Developer in, to and under the Development Agreement with respect to the Project except as relates to the Assignor Parcel.

4. Assumption. As of the Effective Date, Assignee hereby accepts the foregoing assignment and assumes all of Assignor's obligations as the Developer with respect to the Assignor Parcel (and not the Project in general) under the Development Agreement with respect to the period from and after the Effective Date.

5. Indemnification by Assignee. Assignee agrees to indemnify, protect, defend and hold Assignor harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses including, without limitation, reasonable attorneys' fees and costs (collectively, "Claims") arising as a result of any act, omission or obligation of Assignee arising or accruing with respect to the Development Agreement on or after the date hereof, including, without limitation, any breach of the obligations of the Assignee in this Assignment; provided, however, that Assignee shall have no obligation to provide any indemnification or defense for any injury, damage or conduct occurring prior to the Effective Date.

6. Indemnification by Assignor. Assignor hereby agrees to indemnify, protect, defend and hold Assignee harmless from and against any and all Claims asserted by owners under the Development Agreement arising as a result of any act, omission or obligation of Assignor arising or accruing with respect to the Development Agreement prior to the date hereof, including, without limitation, any breach of the obligations of the Assignor in this Assignment; provided, however, that Assignor shall have no obligation to provide any indemnification or defense for any occurrence or any conduct occurring on or after the Effective Date except as may relate to Assignor's duties as "Developer" of the Project.

7. No Encumbrance Created or Spread. The execution and recordation of this Assignment is not intended to and shall not encumber or otherwise affect any of the real property.

8. Successors and Assigns. Subject to any limitations and prohibitions in the Development Agreement, the provisions of this Assignment shall be binding upon, and shall inure to the benefit of, the successors and assigns of Assignor and Assignee, respectively.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have signed this Development Agreement Assignment and Assumption Agreement as of the date set forth in the first paragraph of this Development Agreement Assignment and Assumption Agreement.

ASSIGNOR:

Irwindale Partners, L.P.,
a California limited partnership

By: Irwindale Management, LLC,
a California limited liability company
Its: General Partner

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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

State of California)
County of Los Angeles)

On_____202__ before me, _____
(insert name and title of the officer)
personally appeared _____, _____of _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

IN WITNESS WHEREOF, the Parties have signed this Development Agreement Assignment and Assumption Agreement as of the date set forth in the first paragraph of this Development Assignment and Assumption Agreement.

ASSIGNEE:

THE PARK BUILDING 2, LLC,
A California limited liability company

By: Irwindale Partners, L.P.,
a California limited partnership
Its: Sole Member

By: Irwindale Management, LLC,
a California limited liability company
Its: General Partner

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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

State of California)
County of _____)

On_____202__ before me, _____
(insert name and title of the officer)
personally appeared _____, _____of _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

Legal Description of Assignor Parcel

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

PARCEL 2 OF PARCEL MAP 82551, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 411, PAGES 35 THROUGH 45 INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY.

APN: **8532-001-010**

CONSENT TO ASSIGNMENT OF DEVELOPMENT AGREEMENT

Pursuant to Section 2.3 of that certain Development Agreement dated February 12, 2020, Developer has the right to assign the Property in whole or in part subject to the terms contained said in Section 2.3. The City hereby consents to the assignment of the Development Agreement to The Park Building 2, LLC, a California limited liability company, as to Parcel 2 pursuant to the terms of that certain Development Agreement Assignment and Assumption Agreement.

CITY OF IRWINDALE,
a municipal corporation

By: _____
Julian Miranda, City Manager

ATTEST:

By: _____
Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Adrian R. Guerra, City Attorney

City Council Item #16.A.

City of IRWINDALE
AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Reorganization of the City Council

City Manager's Recommendation:

Councilmembers elect Mayor and Mayor Pro Tempore.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager — Electronically Approved

Prepared by:

Laura Nieto, Chief Deputy City Clerk — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager — Electronically Approved

Background and Analysis:

In accordance with City Charter section 601 (c), it is appropriate at this time for the City Council to reorganize, including the selection of a new Mayor and Mayor Pro Tempore. In order to complete the reorganization, the following procedure is recommended:

1. The Chief Deputy City Clerk opens the nominations for the office of Mayor. Any Councilmember may nominate and no second to the nomination is required.
2. After receiving all nominations, the Chief Deputy City Clerk closes the nominations.
3. The Chief Deputy City Clerk then conducts the election of the Mayor by roll call vote. If there is more than one nomination, a roll call vote is conducted in order nominated until a Mayor is elected by majority vote.
4. The new Mayor then opens nominations for Mayor Pro Tempore in the same manner as above.
5. After receiving all nominations, the Mayor then closes the nominations.
6. The Mayor then conducts the election of the Mayor Pro Tempore by roll call vote. If there is more than one nomination, a roll call vote is conducted in the order nominated until a Mayor Pro Tempore is elected by majority vote.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

None

IRWINDALE CITY COUNCIL CHAMBERS **NOVEMBER 8, 2023**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **5:05 P.M.**

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

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

Also Present: Julian A. Miranda, City Manager / Executive Director; Adrian Guerra, City Attorney / General Counsel; and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS None.

RECESS TO CLOSED SESSION At 5:08 p.m., the City Council met in Closed Session to discuss the following:

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

Property: 16154 Arrow Highway (APNS 8417-029-024 and 025)
Agency Negotiator: Fernando Lopez, Housing Coordinator, substituting for Marilyn Simpson, Community Development Director
Negotiating Parties: Rudolfo A. Dominguez, Trustee
Under Negotiation: Price and terms of payment

ACTION: Board Member Breceda and Executive Director Miranda did not participate due to potential conflicts of interest. Information provided to the Housing Authority Board, direction provided by the Board; no reportable action taken

Property: Las Casitas (5164 Ayon Avenue)
Parties: Northridge Group & Housing Authority
Under Negotiation: Price and terms

ACTION: Board Member Breceda did not participate due to a potential conflict of interest. Information provided, direction provided to staff; no reportable action taken

Property: 14905 Los Angeles Street, Irwindale, CA (Housing Authority Item)
Agency Negotiator: Julian Miranda, Executive Director
Negotiating Parties: Marianna Diaz
Under Negotiation: Price and terms of payments

ACTION: Information and update provided; no direction or action taken

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

Number of Cases: One

ACTION: Information provided to the Council; direction provided to staff to further investigate a potential claim and participating in a class action lawsuit

Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation
Pursuant to Government Code Section 54956.9 (d)(2), (c)(1)
A point has been reached where, in the opinion of the City Council, upon the advice of its legal counsel based on existing facts and circumstances, that there is significant exposure to litigation against the City. The facts and circumstances are those that might result in litigation against the City but which the City believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

ACTION: Two cases. One the first case: information provided to the Council; no direction or action taken. On the second case, information provided to the Council; no action or direction provided.

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

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 6:32 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **NOVEMBER 8, 2023**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **6:32 P.M.**

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

ROLL CALL:

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

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was conducted.

AB 2449 DISCLOSURES

None.

CHANGES TO THE AGENDA

CITY MANAGER MIRANDA

City Manager Miranda noted that a revised letter from Athens relating to additional residential waste barrels has been received and was distributed to the Councilmembers. Additionally, a clean version of the attachment to Consent Calendar Item 18C has also been provided.

COUNCILMEMBER TRAVEL REPORTS

MAYOR PRO TEM AMBRIZ

Mayor Pro Tem Ambriz stated that he and others attended the Mayor's Cup at the Irwindale Speedway on Friday. He also requested for certificates of recognition to be prepared to acknowledge the hard work of staff members from all city departments and suggested that the Council adopt a resolution supporting free speech but condemning hate speech.

COUNCILMEMBER COMMENTS

COUNCILMEMBER BURROLA

Councilmember Burrola requested that Item No. 19E be pulled for separate consideration. He also spoke highly of the Recreation Department's Trunk or Treat activity and noted his attendance at the Mayor's Cup event at the Irwindale Speedway.

COUNCILMEMBER BRECEDA

Councilmember Breceda concurred with Mayor Pro Tem Ambriz's suggestion to adopt a resolution opposing hate speech. He also spoke on his attendance at the Mayor's Cup event at the Irwindale Speedway, requested that palm trees along Irwindale Avenue and Arrow Highway be cleaned up, that the lighting at the median islands on Arrow Highway, Lante, and Live Oak be repaired, that the television at the weight room be repaired, and for sanitizer to be made available for patrons at the weight room to wipe down equipment.

CITY MANAGER MIRANDA

City Manager Miranda advised that staff will reach out to the service provider to clean up the palm trees and to repair median island lighting.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

INTRODUCTION OF INCLUSION SPECIALIST LUANNA ACUNA

INTRODUCTION OF INCLUSION SPECIALIST LUANNA ACUNA

The introduction was made.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

IRWINDALE CHAMBER OF COMMERCE BUSINESS OF THE MONTH – ATHENS SERVICES

IRWINDALE CHAMBER OF COMMERCE BUSINESS OF THE MONTH – ATHENS SERVICES

The presentation was made.

PROCLAMATION - NOVEMBER AS FAMILY COURT AWARENESS MONTH

PROCLAMATION – NOVEMBER AS FAMILY COURT AWARENESS MONTH

The proclamation was made.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, to approve the Consent Calendar, with the exception of Item Nos. 18C, 18D, and 18E which were removed for separate consideration. The motion was unanimously approved.

ITEM 18A MINUTES

MINUTES

The following minutes were approved:

1) Special meeting held October 25, 2023
2) Regular meeting held October 25, 2023

ITEM 18B
WARRANTS

WARRANTS

The warrant register was approved.

END OF CONSENT CALENDAR

ITEM 18C
AMENDMENT NO. 2 TO THE AGMT. WITH LSA ASSOCIATES, INC. FOR THE PREPARATION OF CEQA DOCUMENTS

REQUEST TO APPROVE AMENDMENT NO. 2 TO THE AGREEMENT FOR CONTRACT SERVICES WITH LSA ASSOCIATES, INC., FOR THE PREPARATION OF CEQA DOCUMENTS (INITIAL STUDY AND ENVIRONMENTAL IMPACT REPORT) FOR THE CONSTRUCTION OF ELEVEN (11) SPECULATIVE CONCRETE TILT-UP BUILDINGS FOR A TOTAL OF 1.27 MILLION SQUARE FEET OF LIGHT INDUSTRIAL COMMERCIAL BUSINESS PARK USES ON AN APPROXIMATELY 62.7 ACRE PROJECT SITE LOCATED AT 500 SPEEDWAY DRIVE (APNS): 8532-004-022, 8532-004-026, AND 8532-004-025

COUNCILMEMBER GARCIA

Councilmember Garcia requested that the report be revised and returned for consideration at a future meeting. He expressed his belief that it is presumptuous for the report to state that the CEQA documents are for the construction of eleven speculative concrete tilt-up buildings, since their construction is not a certainty. He expressed his concern over report verbiage that may potentially bind the city to certain actions.

COUNCILMEMBER BRECEDA

Councilmember Breceda concurred with Councilmember Garcia and expressed concern over possible contamination at the site that may be discovered through the environmental impact report process.

DIRECTOR SIMPSON

Director Simpson made suggestions on how the report could be revised to address the Councilmembers' concerns.

COUNCILMEMBER BRECEDA

Responding to a question by Councilmember Breceda, Director Simpson advised that a CEQA analysis is taking place at the site, though further engineering may take place to analyze core samples. The preparation of the EIR would include proposed mitigation measures and would provide a more-definitive construction methodology.

DENA ZEPEDA

Dena Zepeda agreed that the report should be revised and suggested that the Planning Commission consider the report before the Council.

CARMEN ROMAN

Carmen Roman agreed that the report should be revised and suggested that the Planning Commission become involved in the process.

CITY MANAGER MIRANDA — Responding to a question by City Manager Miranda, Director Simpson advised that the process is not at the point where it would be considered by the Planning Commission. Rather, staff's recommendation is to approve a contract amendment for the consultant to conduct a CEQA analysis. The project itself will go to the Planning Commission and community meetings would be held to gain input from members of the community.

COUNCILMEMBER BURROLA — Councilmember Burrola requested a verbal report on the processes undertaken by the Planning Department for these types of projects before they are addressed by the Planning Commission.

DIRECTOR SIMPSON — Director Simpson noted that flyers that outline this process are already available but added that staff would be happy to provide the requested information.

COUNCIL CONSENSUS — Council consensus was reached to table this matter to the next meeting.

ITEM 18D
AGREEMENT WITH PLANETBIDS, INC. FOR ELECTRONIC PROCUREMENT SOFTWARE

REQUEST TO APPROPRIATE ADDITIONAL FUNDS, WAIVE FORMAL BIDDING AND APPROVE AGREEMENT WITH PLANETBIDS, INC. FOR ELECTRONIC PROCUREMENT SOFTWARE

DIRECTOR BORHANI — Director Borhani presented the staff report.

MAYOR ORTIZ — Mayor Ortiz noted that the proposed agreement would span five years and instead suggested approving it for a one-year term, with the option of approving for the remaining four years after evaluating the software's productivity after the first year.

DIRECTOR BORHANI — Director Borhani advised that the request could be accommodated, though he noted that approving a five-year term would lock-in lower yearly price increases.

MAYOR PRO TEM AMBRIZ — Mayor Pro Tem Ambriz concurred with approving the agreement for a one-year term.

CARMEN ROMAN — Carmen Roman spoke in favor of agreeing to a one-year term.

RESOLUTION NO. 2023-88-3466
ADOPTED

Resolution No. 2023-88-3466, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (C), APPROVING AN APPROPRIATION OF ADDITIONAL FUNDING, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PLANETBIDS, INC. FOR THE

PROCUREMENT (EPROCUREMENT) SOFTWARE SYSTEM," for a period of one year, was passed, approved, and adopted, on the motion of Mayor Ortiz, seconded by Mayor Pro Tem Ambriz, and unanimously approved.

ITEM NO. 18E RESOLUTION RE SIDE LETTER WITH ATHENS ACCEPTING AN ADDITIONAL 100 RESIDENTIAL BARRELS	ADOPT RESOLUTION NO. 2023-89-3467 ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO EXECUTE A SIDE LETTER WITH ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES, ACCEPTING AN ADDITIONAL 100 RESIDENTIAL BARRELS AT NO ADDITIONAL COST TO THE CITY OR ITS RESIDENTS"
DIRECTOR RODRIGUEZ	Director Rodriguez presented the staff report.
COUNCILMEMBER BURROLA	Responding to several questions by Councilmember Burrola, Director Rodriguez advised that Athens has suggested that residents be encouraged to request either green or blue bins in order to prioritize recycling. However, black bins would also be made available. Councilmember Burrola expressed concern that the letter does not specifically state that black bins would also be made available.
DENA ZEPEDA	Dena Zepeda spoke on the various types of waste her household produces.
CARMEN ROMAN	Carmen Roman stated that she wants a second black bin and requested that Athens lower their penalty fees.
DIRECTOR RODRIGUEZ	Director Rodriguez clarified that penalty fees would be imposed due to non-compliance with sorting requirements and spoke to the authorities behind them.
COUNCILMEMBER BRECEDA	Responding to a question by Councilmember Breceda, Iso Nakasato, Director of Government Affairs, advised that Athens would be happy to provide residents with the bins that they requested in the surveys they turned in. However, they also encourage residents to work toward diverting waste from landfills and work on filling blue and green bins appropriately.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz thanked Athens Services and Public Works Services staff for working together to meet the needs of residents.
MAYOR ORTIZ	Mayor Ortiz noted that resident surveys show that approximately 55 black bins had been requested by residents. However, Athens generously agreed to provide 100 if needed, with more potentially being made available through negotiations.

COUNCILMEMBER BURROLA — Councilmember Burrola requested City Attorney Guerra's input, who advised that staff is recommending adopting the proposed resolution which would authorize the City Manager to execute the side letter with Athens to accept the 100 additional barrels. He added that staff would work on a side letter agreement to incorporate the addition of black barrels, to be considered by the Council at a future meeting.

RESOLUTION NO 2023-89-3467 ADOPTED — **Resolution No. 2023-89-3467**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO EXECUTE A SIDE LETTER WITH ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES, ACCEPTING AN ADDITIONAL 100 RESIDENTIAL BARRELS AT NO ADDITIONAL COST TO THE CITY OR ITS RESIDENTS," was passed, approved, and adopted, to include an updated side letter with Arakelian Enterprises, Inc., dba Athens Services to stipulate that black barrels would be made available along with blue and green barrels, on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, and unanimously approved.

SPONTANEOUS COMMUNICATIONS

CARMEN ROMAN — Carmen Roman spoke against the three-minute time limit for residents that speak under Spontaneous Communications.

DENA ZEPEDA — Dena Zepeda spoke against pollution and stated her belief that the Council is ignoring the health of the residents.

FRED BARBOSA — Fred Barbosa spoke against time limits for comments and demanded that the Council allow for members of the public to once again make comments over Zoom.

NEW BUSINESS

ITEM NO. 20A ADOPT RESOLUTION RE ATTENDANCE POLICY — ADOPT RESOLUTION NO. 2023-86-3464 ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE ATTENDANCE POLICY FOR PROGRAMS AND/OR CLASSES DUE TO LACK OF ATTENDANCE AT THE IRWINDALE AQUATICS CENTER, DAN DIAZ RECREATION CENTER, AND IRWINDALE SENIOR CENTER

DIRECTOR RODRIGUEZ — Director Rodriguez presented the staff report and corrected the policy to remove a section stating "excluding three excused absences."

DENA ZEPEDA — Dena Zepeda stated that she "agreed with everything."

LINDA MAREZ — Linda Marez encouraged approval of the policy and stated her hope that it would encourage commitment from individuals that sign up.

FRED BARBOSA — Fred Barbosa suggested that individuals be made to pay a deposit when signing up and refunding them if they attend the classes.

JOSEPH TAPIA — Joseph Tapia asked whether trees would be cut to make way for a new Library and asked about the placement of new housing.

COUNCILMEMBER BURROLA — Responding to a question by Councilmember Burrola, Director Rodriguez discussed attendance levels for the KidZone and Tiny Tots programs, as well as maximum occupancy levels for program locations.

MAYOR PRO TEM AMBRIZ — Mayor Pro Tem Ambriz asked whether requiring deposits could be incorporated into the policy, to which City Attorney Guerra advised that it would be permissible if it relates to program attendance.

DIRECTOR RODRIGUEZ — Director Rodriguez noted that this item only relates to programs and classes, and not trips.

RESOLUTION NO. 2023-86-3464 ADOPTED — **Resolution No. 2023-86-3464**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE ATTENDANCE POLICY FOR PROGRAMS AND/OR CLASSES DUE TO LACK OF ATTENDANCE AT THE IRWINDALE AQUATICS CENTER, DAN DIAZ RECREATION CENTER, AND IRWINDALE SENIOR CENTER," was passed, approved, and adopted, including the stipulation that the reference to exclude three excused absences be removed from the policy, on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, and unanimously approved.

RECESS — At 8:11 p.m., the City Council took a short recess.

RECONVENE — At 8:20 p.m., the City Council reconvened with all members present.

PUBLIC HEARINGS

ITEM NO. 21A
ORDINANCE NOS. 773 AND 774 PERTAINING TO LINKAGE FEES — INTRODUCTION AND FIRST READING OF ORDINANCE NO. 773 PERTAINING TO ADOPTION OF CHAPTER 3.56 OF TITLE 3 OF THE IRWINDALE MUNICIPAL CODE RELATED TO AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE, AND ORDINANCE NO. 774 PERTAINING TO ADOPTION OF CHAPTER 3.58 OF TITLE 3 OF THE IRWINDALE MUNICIPAL CODE RELATED TO AFFORDABLE HOUSING RESIDENTIAL DEVELOPMENT LINKAGE FEE

DIRECTOR BORHANI — Director Borhani acknowledged Director Simpson's hard work on this matter and briefly introduced the report.

JAMES EDISON AND CARLOS VILLAREAL — James Edison and Carlos Villareal from Wildan Financial Services made a PowerPoint presentation.

OPEN PUBLIC HEARING	At 8:32 p.m., Mayor Ortiz opened the public hearing.
DENA ZEPEDA	Dena Zepeda opposed linkage fees for residents but suggested that businesses should be taxed.
CARMEN ROMAN	Carmen Roman demanded that housing be provided for future generations of residents and for the city to stop hiring consultants.
TONY NARANJO	Tony Naranjo expressed his understanding that the linkage fees would be applied to incoming businesses so that the income could be used for things like housing, and that the fees would not apply to all residents homes.
DIRECTOR BORHANI	Director Borhani clarified that the fees would be assessed to new developments, both non-residential and potentially some residential. He explained that, since the developers benefit from the city's infrastructure, it would be fair that they pay their share of affordable housing. He indicated that the fee would not ultimately be assessed to existing residents or homeowners or Irwindale businesses.
JOSEPH TAPIA	Joseph Tapia questioned why the City ceased to offer housing programs similar to those of the past and added that he would not be able to afford the purchase of a house.
CLOSE PUBLIC HEARING	There being no additional speakers, Mayor Ortiz closed the public hearing at 8:45 p.m.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz stated that the linkage fee would provide necessary revenue in order for programs such as the housing rehabilitation loan could be made available again. He then asked if the linkage fee would be charged to residents and whether it could only be applied to commercial developments, to which Director Borhani indicated that the fees would apply to developers, such as those that develop apartment units. He noted that the fee would be triggered by developments of over 1,500 square feet. He also advised that the ordinance could be drafted in a way to avoid assessing fees to residents, if that is what the Council wishes.
CITY MANAGER MIRANDA	In reply to a question by City Manager Miranda, Mr. Edison advised that the fee is conceptually structured to apply to commercial and residential developments larger than 1,500 square feet.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz opposed fees for residents.
COUNCILMEMBER BURROLA	Councilmember Burrola asked about the availability of housing funds, to which Director Borhani advised that the housing fund currently contains approximately $6 million.

Councilmember Burrola also asked whether bonds could be issued to generate funds for housing, to which Director Borhani advised that, assuming the proposed ordinance is adopted, funds could be collected, and staff could then research the possibility of issuing a bond.

Councilmember Burrola then asked how long it would take for the linkage fee to generate $2 million to develop housing, to which Director Borhani advised that it is too early to tell. He noted staff's desire to work expeditiously on this matter in order to meet RHNA housing requirements.

OPEN PUBLIC HEARING — At 8:59 p.m., Mayor Ortiz opened the public hearing.

CARMEN ROMAN — Carmen Roman alleged theft of housing funds by staff and stated that residents want homes.

DENA ZEPEDA — Dena Zepeda expressed her understanding of developer fees. She also alleged theft of housing funds.

TONY NARANJO — Tony Naranjo agreed that more housing is necessary and indicated that the linkage fee would help bring revenue to build housing. He requested that residents be exempt from the fee since some residents may want to build their own homes, to which City Manager Miranda advised that the Council, at its discretion, may exempt residents from linkage fees.

LINDA MAREZ — Linda Marez noted that she has attended meetings where Irwindale's RHNA requirements were discussed and indicated that developers will build homes in the City, and that this fee is a way the City can generate revenue.

CLOSE PUBLIC HEARING — There being no further speakers, Mayor Ortiz closed the public hearing at 9:09 p.m.

COUNCILMEMBER GARCIA — Councilmember Garcia noted that the state has taken away redevelopment funds that were utilized by the City to provide housing programs. He advised that seniors living in subsidized apartments that will depend on the City having funding to continue subsidizing their units. He stated that a developer that builds units would be charged linkage fees. He then asked whether other communities would be able to take the funding raised by the City, to which Mr. Edison confirmed that they would not be able to do so; 100% of the revenue would stay with the City.

MAYOR ORTIZ — In reply to a question by Mayor Ortiz, Mr. Villareal explained how the linkage fees would be calculated. Mayor Ortiz suggested approving linkage fees but exempting residents from them.

MOTION — A motion was made by Councilmember Garcia, seconded by Mayor Pro Tem Ambriz, to approve staff's recommendation with the exception that residents be exempted from linkage fees.

CITY ATTORNEY GUERRA — City Attorney Guerra noted that the text of the proposed ordinance would need to be revised in order to address the recommendation by the Council.

COUNCILMEMBER GARCIA — Councilmember Garcia retracted his motion.

ORDINANCE NO. 773 INTRODUCED FOR FIRST READING — **Ordinance No. 773**, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 3.56 ("AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE") TO TITLE 3 ("REVENUE AND FINANCE") OF THE IRWINDALE MUNICIPAL CODE RELATED TO AN AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA"), PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Mayor Pro Tem Ambriz, seconded by Mayor Ortiz, and unanimously approved.

CITY ATTORNEY GUERRA — City Attorney Guerra advised that staff would need direction on the fees themselves, such as how much to actually charge, to which Director Borhani advised that staff would research the matter and return with more details, with the possibility of establishing different tiers and phasing.

CITY MANAGER'S REPORT

CITY MANAGER MIRANDA — City Manager Miranda presented the following report:

1) A Veterans Day ceremony will be held on November 11 in front of City Hall.
2) City offices will be closed for Thanksgiving on November 23.
3) Applications are being accepted for commission vacancies.
4) A special Planning Commission meeting will be held on November 13.
5) The Police Department has received a new speed radar and message board with the goal of mitigating speeding motorists.
6) He also discussed upcoming Recreation Department events.
7) He then invited Chief Hofford to provide a verbal report on crime activity in the City during the past six months.

CHIEF HOFFORD — Chief Hofford made a presentation wherein he compared the past six months of crime statistics to last year's statistics. He also discussed national crime trends and future plans of the department.

AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

ITEM NO. 23A
DISCUSSION OF FLOCK CAMERA SYSTEM

DISCUSSION OF FLOCK CAMERA SYSTEM (Requested by Mayor Pro Tem Ambriz)

CHIEF HOFFORD — Chief Hofford made a PowerPoint presentation wherein he spoke about flock camera systems, which serve as automated license plate readers. He discussed the different types of cameras available and their features as well as their footprint in the San Gabriel Valley. He recommended that, should they be purchased, they be placed around the perimeter of the City. He cited case studies where such cameras helped solve cases and discussed the system's price.

MAYOR PRO TEM AMBRIZ — Mayor Pro Tem Ambriz recommended that the Council consider purchasing the system, potentially with the use of mining funds, to which City Manager Miranda indicated that staff would need to research whether mining funds could be used toward the system's purchase.

COUNCILMEMBER BRECEDA — Councilmember Breceda also recommended looking into purchasing the system.

CHIEF HOFFORD — Chief Hofford stressed that nobody would monitor the cameras. They simply serve as part of an automated system and investigative tool where a database of photos would be compiled and could be produced in response to criminal investigations.

CITY ATTORNEY GUERRA — City Attorney Guerra suggested placing this matter on a future agenda for specific action.

ITEM NO. 23B
STATUS OF BUSINESS BUILDING VACANCIES

STATUS OF BUSINESS BUILDING VACANCIES (Requested by Councilmember Burrola)

ASSISTANT TO THE CITY MANAGER ESPINO — Assistant to the City Manager Espino introduced Tom Santos with CoStar who provided details regarding the amount, types, and analytics for Irwindale businesses.

COUNCILMEMBER BURROLA — Councilmember Burrola thanked Mr. Santos for the information he provided.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 9:53 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

November 2023

November 1 - 30, 2023

Number	Vendor Name	Date	Amount
WFB-6	CJPIA Excess Pool	11/10/2023	22,063.87
ACH	US Bank	11/10/2023	495.00
ACH	Bank of the West	11/15/2023	38,153.74
WFB-7	CJPIA Excess Pool	11/20/2023	40,000.00
WFB-8	2014 TA Refunding Party Bd	11/28/2023	23,925.00
WFB-9	Smart & Final	11/29/2023	1,650.00
		Report Total:	126,287.61

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
November 2023

Payroll Batch	428-11-23, 429-11-23, 430-11-23		
DATE OF ISSUE	DEPARTMENT		AMOUNT
11/2/23			
	11 City Council		1,731.15
	13 City Administrative Office		59,903.44
	14 Finance Department		26,992.32
	35 Police Department		212,762.24
	40 Recreation Department		30,264.26
	41 Aquatics Department		7,518.43
	42 Senior Citizens' Center		18,457.28
	44 Library		16,592.13
	51 Planning & Community Development		29,908.34
	52 Public Works - Engineering		28,275.74
	57 Public Works - Services		54,448.77
		Gross Payroll	486,854.10
		Required Deductions	(139,855.23)
		Voluntary Deductions	(19,770.49)
		Net Payroll	327,228.38

Payroll Batch	411-11-23		
DATE OF ISSUE	DEPARTMENT		AMOUNT
11/16/23			
	11 City Council		5,823.53
	13 City Administrative Office		60,379.93
	14 Finance Department		26,949.04
	35 Police Department		214,672.12
	40 Recreation Department		29,708.44
	41 Aquatics Department		6,072.29
	42 Senior Citizens' Center		18,071.60
	44 Library		16,114.77
	51 Planning & Community Development		29,583.98
	52 Public Works - Engineering		28,468.29
	57 Public Works - Services		54,180.56
		Gross Payroll	490,024.55
		Required Deductions	(139,418.22)
		Voluntary Deductions	(22,172.11)
		Net Payroll	328,434.22

Payroll Batch	425-11-23		
DATE OF ISSUE	DEPARTMENT		AMOUNT
11/30/23			
	11 City Council		1,731.15
	13 City Administrative Office		59,870.75
	14 Finance Department		26,905.76
	35 Police Department		201,953.83
	40 Recreation Department		28,959.19
	41 Aquatics Department		3,556.82
	42 Senior Citizens' Center		17,368.23
	44 Library		14,069.74
	51 Planning & Community Development		29,451.44
	52 Public Works - Engineering		28,188.69
	57 Public Works - Services		55,113.69
		Gross Payroll	467,169.29
		Required Deductions	(121,905.80)
		Voluntary Deductions	(20,421.69)
		Net Payroll	324,841.80

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 12/7/2023 4:27 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
100182	ALPHA10	Alpha Printing & Graphics	11/02/2023	3,680.15
100183	AMERIFID	American Fidelity Assurance	11/02/2023	8,693.50
100184	NEST01	Blue Triton Brands, Inc.	11/02/2023	465.26
100185	CARR02	Richard Carillo	11/02/2023	454.00
100186	CAST03	Jessica Castillo	11/02/2023	200.00
100187	CHARTE01	Charter Communications	11/02/2023	280.01
100188	EDDCAS	Employment Development Dept.	11/02/2023	2,368.07
100189	GONZA01	Ana Gonzalez	11/02/2023	75.00
100190	LIEBERT	Liebert Cassidy Whitmore	11/02/2023	7,095.00
100191	PART01	Party Pronto, Inc	11/02/2023	527.00
100192	PONCE04	Delicia Ponce	11/02/2023	141.38
100193	SANBER04	San Bernardino Sheriff's Dept	11/02/2023	200.00
100194	SCFUELS	SC Fuels	11/02/2023	14,298.66
100195	SECRET01	Secretary of State	11/02/2023	40.00
100196	SCE02	Southern California Edison	11/02/2023	67,948.58
100197	VERI01	Veritone, Inc.	11/02/2023	2,800.00
100198	CALIFO56	California State Disbursement Unit	11/02/2023	604.15
100199	CALIFO57	California State Disbursement Unit	11/02/2023	143.07
100200	FRANC06	Franchise Tax Board	11/02/2023	487.75
100201	LOSANG16	Los Angeles County Sheriff's Dept.	11/02/2023	906.08
			Report Total (20 checks):	111,407.66

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
100203	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	11/09/2023	464.00
100204	Ayala01	Leonor Ayala	11/09/2023	461.00
100205	CHARTE01	Charter Communications	11/09/2023	99.99
100206	EVANS02	Gloria Evans	11/09/2023	300.00
100207	FLORE01	Karla Flores	11/09/2023	910.00
100208	HOMEDE	Home Depot Credit Services	11/09/2023	5,313.30
100209	HORI01	Horizon Construction Co Int'l Inc.	11/09/2023	29,950.00
100210	HOYEN	Noelle Hoye	11/09/2023	140.00
100211	JOHN01	Johnson Investigations	11/09/2023	2,800.00
100212	LEDEZMA	Erica Ledezma	11/09/2023	1,980.00
100213	MIRAND25	Blanche V. Miranda	11/09/2023	520.00
100214	NORMAN02	Norman A. Traub Associates	11/09/2023	12,566.80
100215	OPTUM01	OptumRx, Inc.	11/09/2023	64,165.52
100216	OSTERH01	Delfina Osterheim	11/09/2023	623.66
100217	PAIK01	Sumako Paik	11/09/2023	240.00
100218	PITNEY06	Pitney Bowes, Inc	11/09/2023	982.47
100219	RODRIG14	Pedro Rodriguez	11/09/2023	86.21
100220	TPX 01	TPX Communications	11/09/2023	2,654.91
100221	VISION01	Vision Service Plan - (CA)	11/09/2023	3,565.73
100222	WAGONER	Pamela Wagoner	11/09/2023	845.00
100223	ALLK01	All Kinds of BBQ	11/16/2023	1,265.12
100224	AMERIC34	American Fidelity Assurance Co	11/16/2023	4,447.34
100225	AT&T06	AT & T	11/16/2023	1,890.28
100226	CALIFO02	California American Water	11/16/2023	1,573.97
100227	GALLARDC	Claudia Carlos	11/16/2023	1,500.00
100228	FRONT01	Frontier Communications	11/16/2023	117.27
100229	GERMEN01	Sarah Gertmenian	11/16/2023	2,200.00
100230	SOUTHE17	Golden State Water Company	11/16/2023	3,185.75
100231	HARDY01	Joseph Hardy	11/16/2023	409.08
100232	HULL01	Mary Hull	11/16/2023	152.27
100233	NOCOM01	Natalie Nocom	11/16/2023	72.44
100234	LEGAL03	Pre-Paid Legal Services, Inc.	11/16/2023	37.90
100235	PSYCHO01	Psychological Consulting Associates, Inc	11/16/2023	2,288.00
100236	GASCOM	SoCalGas	11/16/2023	3,261.62
100237	TAPIA04	Janell Tapia	11/16/2023	90.00
100238	TAPIA11	Sylvia Tapia	11/16/2023	1,500.00
100239	TEXAS01	Texas Life Insurance Co.	11/16/2023	4,588.68
100240	VALLEY01	Valley County Water District	11/16/2023	14,298.09
100241	VALLEY09	Valley View Mutual Water Co.	11/16/2023	172.84
100242	verizonw	Verizon Wireless	11/16/2023	3,424.47
100243	VIDA01	Michael Vidal	11/16/2023	200.00
100244	CALIFO56	California State Disbursement Unit	11/16/2023	604.15
100245	CALIFO57	California State Disbursement Unit	11/16/2023	143.07
100246	CITY01	City of Hope	11/16/2023	54.00
100247	FRANC06	Franchise Tax Board	11/16/2023	9.67
100248	IMEA	Irwindale Mgmt Employee Assoc.	11/16/2023	500.00
100249	IRWIND02	Irwindale Police Officers Assoc.	11/16/2023	2,998.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
100250	LOSANG16	Los Angeles County Sheriff's Dept.	11/16/2023	47.51
100251	LOSANG31	Los Angeles County Sheriff's Dept.	11/16/2023	141.85
100252	AARDVA	Aardvark	11/22/2023	3,886.31
100253	ACUNA02	Vincent Acuna	11/22/2023	530.00
100254	AGUILA07	Berlyn Aguila	11/22/2023	404.22
100255	ALESHIRE	Aleshire & Wynder, LLP	11/22/2023	36,366.25
100256	ALLCI01	All City Management Services, Inc	11/22/2023	998.10
100257	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	11/22/2023	1,749.00
100258	AMAZON1	Amazon Capital Services, Inc.	11/22/2023	2,425.80
100259	ARAM01	Aramark Uniform & Career Apparel Group	11/22/2023	1,069.65
100260	CINGULAR	AT & T Mobility	11/22/2023	1,753.33
100261	ATHENS	Athens Services	11/22/2023	12,098.86
100262	BAXTER01	Badge Frame, Inc	11/22/2023	100.00
100263	BAKER01	Baker & Taylor Books	11/22/2023	797.70
100264	BAKER10	Bakers Man Production	11/22/2023	900.00
100265	MIJACA	Balcon Holdings, Inc.	11/22/2023	406.00
100266	BARB02	Ray A. Barba	11/22/2023	432.03
100267	BARNEY	Barney's Locksmith Service	11/22/2023	359.42
100268	BLACKA	Black & White Emergency Vehicles	11/22/2023	100.00
100269	NEST01	Blue Triton Brands, Inc.	11/22/2023	717.21
100270	BRITEW	BriteWorks, Inc.	11/22/2023	8,749.13
100271	CALI12	California Consulting Inc.	11/22/2023	4,500.00
100272	CAMPOS03	Manuel Campos	11/22/2023	48.69
100273	CALI22	CAPIO	11/22/2023	60.00
100274	CHAN03	Eddie Chan	11/22/2023	2,601.94
100275	CINTAS	Cintas Corporation #693	11/22/2023	441.29
100276	CITYOF11	City of Azusa	11/22/2023	962.50
100277	BALDWI02	City of Baldwin Park	11/22/2023	175.00
100278	CIVIC02	CivicPlus, LLC	11/22/2023	2,884.00
100279	CONCE01	Concentra	11/22/2023	54.00
100280	COSTA01	Costar Realty Information, Inc.	11/22/2023	420.00
100281	CPRSCA	CPRS Park & Recreation	11/22/2023	145.00
100282	CPS01	CPS HR Consulting	11/22/2023	844.75
100283	CWA01	CWA AIA, Inc	11/22/2023	6,875.00
100284	PMIDEN	Delta Dental Insurance Company	11/22/2023	897.44
100285	PMIDEN01	Delta Dental of California	11/22/2023	12,395.92
100286	DISP01	Dispensing Technology Corporation	11/22/2023	17,863.41
100287	DUDEK01	Dudek	11/22/2023	2,430.00
100288	ENVIRO05	Environmental Science Associates (ESA)	11/22/2023	28,959.93
100289	EZAUT01	E-Z Automated Sysytems, Inc	11/22/2023	3,072.80
100290	FABE01	Faber Communications	11/22/2023	6,163.30
100291	FCG01	FCG Consultants Inc.	11/22/2023	5,803.65
100292	FEDEX	FedEx	11/22/2023	117.08
100293	FRAZ01	Frazier Capitol Valuation, Inc	11/22/2023	3,900.00
100294	GATECH01	GA Technical Servies, Inc.	11/22/2023	8,097.33
100295	GARVEY	Garvey Equipment Co	11/22/2023	171.99
100296	HEWLET01	Hewlett Packard Enterprise Co.	11/22/2023	9,104.76
100297	HOSEMA	Hose-Man, The	11/22/2023	61.32
100298	INTELL01	Intelli-tech, Inc.	11/22/2023	5,721.00
100299	INTER01	Interwest Consulting Group	11/22/2023	19,797.50
100300	IRWIND23	Irwindale Business Center	11/22/2023	816.95
100301	IRWIND21	Irwindale Hand Wash & Auto Detail	11/22/2023	2,815.96
100302	JOHN01	Johnson Investigations	11/22/2023	1,200.00
100303	COORYE	Samir M. Khoury	11/22/2023	6,010.00
100304	LANCES	Lance, Soll & Lunghard LLP	11/22/2023	41,983.00
100305	LANDSC	Landscape Warehouse III Inc.	11/22/2023	148.28
100306	LEXISN	LexisNexis Risk Solutions	11/22/2023	151.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
100307	PRAXAI	Linde Gas & Equipment Inc	11/22/2023	83.70
100308	LSA01	LSA Associates, Inc.	11/22/2023	265.00
100309	MIDAS	Manuel C Muratalla	11/22/2023	4,309.27
100310	MARIPO	Mariposa Landscapes, Inc.	11/22/2023	9,411.72
100311	MEL10	America Cortez Melchor	11/22/2023	75.00
100312	MMASC	MMASC	11/22/2023	30.00
100313	MOUNT01	MNRO Holdings, LLC	11/22/2023	643.92
100314	MOTOR01	Motorola Solutions, Inc.	11/22/2023	23,750.70
100315	NOCOM01	Natalie Nocom	11/22/2023	197.64
100316	OFFICE03	ODP Business Solutions, LLC	11/22/2023	1,971.74
100317	OPTUM01	OptumRx, Inc.	11/22/2023	47,355.47
100318	ORKINP	Orkin Services of California, Inc.	11/22/2023	220.99
100319	PHASEII	PARS	11/22/2023	1,750.00
100320	PATTON	Patton Sales Corp (Arrow Pipe)	11/22/2023	116.42
100321	PERF03	Performance Elevator Contractors, Inc.	11/22/2023	360.00
100322	PETARR01	Frank Petarra	11/22/2023	300.00
100323	PETTYC02	City of Irwindale-Rec Petty Cash	11/22/2023	285.82
100324	PLACE01	PlaceWorks, Inc.	11/22/2023	28,874.23
100325	PONCE04	Delicia Ponce	11/22/2023	167.53
100326	PROPRINT	Pro Printing, Inc.	11/22/2023	5,535.18
100327	RANCHO01	Rancho Duarte Florist	11/22/2023	321.93
100328	ROCH01	Sarah Rocha	11/22/2023	198.45
100329	ROSENO	RSG Inc.	11/22/2023	1,687.50
100330	RUIZ08	Karen Ruiz	11/22/2023	107.84
100331	SANGAB16	San Gabriel Basin Water	11/22/2023	2,256.00
100332	SANG03	San Gabriel Valley Police Chiefs' Associati	11/22/2023	400.00
100333	SEMA01	SEMA LLC	11/22/2023	4,983.30
100334	SIERRA01	Sierra Chevrolet	11/22/2023	4,269.18
100335	SIMG01	Simgel Co. Inc	11/22/2023	678,300.00
100336	SOL10	LeeAnn Solis	11/22/2023	20.00
100337	STANDA01	Standard Insurance Co. RV	11/22/2023	475.45
100338	STATEO01	State Of California	11/22/2023	96.00
100339	SUBOH01	Subodh Thatte (Sam Thatte)	11/22/2023	1,000.00
100340	UNITED11	United Site Services of CA Inc	11/22/2023	589.50
100341	URBAN03	Urban Restoration Group US., Inc.	11/22/2023	591.17
100342	V&V01	V & V Manufacturing, Inc.	11/22/2023	127.83
100343	VARGAS03	Jose Vargas	11/22/2023	46.53
100344	VISION01	Vision Service Plan - (CA)	11/22/2023	6,336.58
100345	WESTCO05	West Coast Arborists, Inc.	11/22/2023	3,307.50
100346	WILLDAN	Willdan Financial Services	11/22/2023	2,300.00
100347	YTIRES	Y Tire Sales	11/22/2023	802.09
100348	ZEPEDA04	Dena Zepeda	11/22/2023	75.00
100349	ZOHO01	Zoho Corporation	11/22/2023	2,198.00
100350	AMERIFID	American Fidelity Assurance	11/30/2023	8,967.80
100351	ARTIC01	Arctic Glacier U.S.A, Inc.	11/30/2023	3,684.68
100352	BURGUA01	Rene Burguan	11/30/2023	300.00
100353	SANGAB11	California Newspapers Partnership	11/30/2023	2,137.38
100354	CHARTE01	Charter Communications	11/30/2023	280.01
100355	DURANJ	Jeanette Duran	11/30/2023	38.49
100356	FRONT01	Frontier Communications	11/30/2023	456.78
100357	GOVERN01	Government Finance Officers	11/30/2023	149.00
100358	HASA01	Hasa Inc.	11/30/2023	791.90
100359	COUNTYCL	Los Angeles Registrar-Recorder	11/30/2023	43.00
100360	MARINJ	Jose Marin Jr.	11/30/2023	175.16
100361	NATION23	National Union Fire Insurance	11/30/2023	802.79
100362	OLIVAR01	Theresa Olivares	11/30/2023	1,142.02
100363	PART01	Party Pronto, Inc	11/30/2023	409.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
100364	PITNEY06	Pitney Bowes, Inc	11/30/2023	2,030.00
100365	PLAN01	PlanetBids, LLC	11/30/2023	14,550.00
100366	PSYCHO01	Psychological Consulting Associates, Inc	11/30/2023	462.00
100367	SCFUELS	SC Fuels	11/30/2023	15,760.29
100368	SMART&	Smart & Final	11/30/2023	964.62
100369	SCE02	Southern California Edison	11/30/2023	25,100.47
100370	STANDA03	Standard Insurance Company	11/30/2023	2,527.25
100371	SUPER01	Super Birthday Inc.	11/30/2023	575.00
100372	WESTJ01	Jennifer West	11/30/2023	600.00
100373	CMRTA01	CMRTA	12/06/2023	40.00
			Report Total (171 checks):	1,369,562.08

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
100377	ALESHIRE	Aleshire & Wynder, LLP	12/13/2023	38,589.22
100378	AMAZON1	Amazon Capital Services, Inc.	12/13/2023	120.61
100379	ARAM01	Aramark Uniform & Career Apparel Group	12/13/2023	93.51
100380	AZUSAP01	Azusa Plumbing Supply	12/13/2023	60.08
100381	B&BTIR	B & B Tires Service	12/13/2023	1,960.25
100382	BAKER01	Baker & Taylor Books	12/13/2023	563.17
100383	BARNEY	Barney's Locksmith Service	12/13/2023	209.42
100384	BILLST	Bill's Truck Repair, Inc.	12/13/2023	350.00
100385	CALBLE	Cal Blend Soils, Inc.	12/13/2023	66.15
100386	CACE	California Association of	12/13/2023	100.00
100387	CINTAS	Cintas Corporation #693	12/13/2023	372.94
100388	CTCT01	Columbia Telecommunications Corporation	12/13/2023	3,143.13
100389	DEPTOF02	County of LA Dept of Animal Care & Cont	12/13/2023	4,684.30
100390	CWA01	CWA AIA, Inc	12/13/2023	52,863.90
100391	DAVIDE	David Evans & Associates Inc	12/13/2023	702.50
100392	ECCONS	E C Construction Co.	12/13/2023	1,497.00
100393	ENVIRO05	Environmental Science Associates (ESA)	12/13/2023	13,196.25
100394	FCG01	FCG Consultants Inc.	12/13/2023	812.85
100395	FEDEX	FedEx	12/13/2023	22.02
100396	GEOLOG	Geologic Associates	12/13/2023	46,635.05
100397	Harvey	Harvey Consulting Group, Inc.	12/13/2023	64,460.00
100398	IRWIND03	Irwindale Tire Shop	12/13/2023	25.00
100399	JOEAGO	Joe A. Gonsalves & Son	12/13/2023	2,375.00
100400	JONES03	Richard D Jones, A Professional Law Corp	12/13/2023	3,477.66
100401	KEYSTO	Keystone Uniform Depot	12/13/2023	327.99
100402	COORYE	Samir M. Khoury	12/13/2023	2,628.00
100403	LANDSC	Landscape Warehouse III Inc.	12/13/2023	379.91
100404	LAWE01	Law Enforcement Medical Services, Inc.	12/13/2023	90.00
100405	MIDAS	Manuel C Muratalla	12/13/2023	278.97
100406	MSL01	MSL Electric Inc.	12/13/2023	86,400.00
100407	OFFICE03	ODP Business Solutions, LLC	12/13/2023	1,760.18
100408	PATTON	Patton Sales Corp (Arrow Pipe)	12/13/2023	612.22
100409	PLUM01	Plump Engineering, Inc.	12/13/2023	667.30
100410	POWER01	Power Sign Fabrication	12/13/2023	1,190.70
100411	RESOU10	Resource Enviromental, Inc.	12/13/2023	6,300.00
100412	RICOH01	Ricoh USA, Inc	12/13/2023	1,401.61
100413	RICOH02	Ricoh USA, Inc	12/13/2023	1,749.03
100414	SIERRA01	Sierra Chevrolet	12/13/2023	93.04
100415	STALKE01	Stalker Radar	12/13/2023	22,920.80
100416	SUPERB01	Superb Graphics Inc.	12/13/2023	1,018.71
100417	SWRCB	SWRCB Fees	12/13/2023	7,067.00
100418	TEDJOH	Ted Johnson Propane	12/13/2023	51.59
100419	NORTHR	The Northridge Group, Inc.	12/13/2023	4,395.52
100420	TRIANG01	Triangle Truck Parts	12/13/2023	30.69

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Report Total (44 checks):	375,743.27

City Council Item #21.C.

City of IRWINDALE
AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Amend Personnel Rules and Update Unrepresented Part-Time Benefits Resolution to Comply with the New California Sick Leave Law (SB 616)

City Manager's Recommendation:

1. Adopt Resolution No. 2023-88-3466 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 14.20.7 OF THE CITY IRWINDALE PERSONNEL RULES REGARDING SICK LEAVE BENEFITS PURSUANT TO SB 616 FOR PART-TIME, TEMPORARY AND SEASONAL EMPLOYEES."
2. Adopt Resolution No. 2023-87-3465 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2021-117-3239, AND ESTABLISHING THE BENEFITS FOR UNREPRESENTED UNCLASSIFIED NON-PERMANENT, AND PERMANENT PART-TIME AT-WILL CITY EMPLOYEES."

Administrative Action:

Submitted by:

Julian Miranda, City Manager — Electronically Approved _____

Prepared by:

Mary Hull, Human Resources / Risk Manager — Electronically Approved _____

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved _____

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved _____

Approved by:

Electronically Approved

Julian A. Miranda, City Manager _____

Background and Analysis:

On September 10, 2014, the Healthy Workplaces, Healthy Families Act of 2014, also known as AB 1522, was signed into law. This law mandated that most employees in California are entitled to paid sick leave. In response to AB 1522, the City approved Resolution No. 2015-31-2760 on June 24, 2015. This policy established a paid sick leave policy for non-permanent part-time employees and defined the specific method of accrual and use of sick leave. Currently, non-permanent part-time employees accrue one (1) hour of sick leave for every thirty (30) hours worked. Employees can use up to twenty-four (24) hours of sick leave in a year and accrue and carry over from one year of employment to the next a maximum of forty-eight (48) hours.

On October 4, 2023, the Governor signed SB 616, amending the Healthy Workplaces, Healthy Families Act of 2014. This amendment expands the number of paid sick days employees are entitled to and raises the minimum number of days employees may carry over from one year to the next. While non-permanent part-time employees will continue to accrue one (1) hour for every thirty (30) hours worked, they will now be eligible to use up to forty (40) hours of sick leave within a calendar year. Furthermore, they will be able to accrue and carry over a maximum of eighty (80) hours of sick leave from one calendar year of employment to the next.

The new sick leave entitlements outlined in SB 616 are effective January 1, 2024. Consequently, the City must revise its Personnel Rules and Unrepresented Part-Time Benefits Resolution to align with the changes in sick leave benefits for non-permanent part-time, seasonal, and temporary employees. It is important to note that there are no modifications to sick leave benefits for permanent part-time and full-time employees.

Personnel Rules (Resolution No. 2023-88-3466)

The City of Irwindale Personnel Rules, last amended by Resolution No. 2022-36-3286 on January 12, 2022, establish and facilitate a fair and equitable personnel management system within the City organization. Section 14.20 of the Personnel Rules sets forth guidelines pertaining to sick leave benefits for all city employees. Resolution No. 2023-88-3466 will amend Section 14.20.07 pertaining to non-permanent part-time, seasonal, and temporary employees to reflect the new sick leave entitlements as provided for in SB 616.

Per section 2.13.060 of the Irwindale Municipal Code, the Personnel Rules may be modified by a resolution of the City Council. Except as modified and reflected in Resolution No. 2023-88-3466, all other provisions of the Personnel Rules shall remain unmodified and in full force and effect.

Unrepresented Part-time Employee Benefits (Resolution No. 2023-87-3465)

The Unrepresented Part-Time Employee Benefits Resolution, last amended by Resolution No. 2021-117-3239 on January 12, 2022, outlines the benefits for all unrepresented part-time employees. The resolution is updated periodically to reflect changes in benefits. Resolution No. 2023-87-3465 will amend Section 4B (Sick Leave) to reflect the new sick leave entitlements for non-permanent part-time

employees as provided for in SB 616.

Fiscal Impact:

The City's FY 2023-2024 adopted budget includes 73 non-permanent part-time positions that may be eligible for the additional 16 hours of sick leave benefits per year. Considering their existing wages and hours budgeted, the City estimates the increase in sick leave entitlements would result in an approximate cost of $24,000. It is important to note that this expense would only materialize if all non-permanent part-time employees earned and utilized the entirety of this paid sick leave.

Attachments:

1. RESOLUTION NO. 2023-88-3466
2. RESOLUTION NO. 2023-87-3456

RESOLUTION NO. 2023-88-3466

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 14.20.7 OF THE CITY IRWINDALE PERSONNEL RULES REGARDING SICK LEAVE BENEFITS PURSUANT TO SB 616 FOR PART-TIME, TEMPORARY AND SEASONAL EMPLOYEES

WHEREAS, the City Council, by Ordinance No. 521, dated March 26, 1996, adopted Chapter 2.13 of the Irwindale Municipal Code, regulating the personnel system within the City; and;

WHEREAS, pursuant to Section 2.13.060 of the Irwindale Municipal Code ("IMC"), the City Council of the City of Irwindale ("City Council") has adopted by resolution, and has from time to time modified, the City of Irwindale Personnel Rules ("Personnel Rules") establishing specific procedures and regulations governing the City of Irwindale personnel system; and

WHEREAS, pursuant to Section 2.13.060 of the Irwindale Municipal Code, the City Council, on April 27, 2022, adopted Resolution No. 2022-36-3286 establishing the most recent version of the Personnel Rules; and

WHEREAS, Section 14.20.7 [Sick Leave - Part-Time, Temporary, and Seasonal Employees (not including Permanent Part-Time Employees)] of the Personnel Rules sets forth sick leave benefits for part-time, temporary and seasonal employees (not including permanent part-time employees); and

WHEREAS, on October 4, 2023, California Governor Gavin Newsom signed Senate Bill (SB) No. 616 into law, which expands California's mandatory paid sick leave from three days (or twenty-four hours) to five days (or forty hours) and permits the accrual and carry over of a maximum of eighty (80) hours of sick leave from one calendar year of employment to the next; and

WHEREAS, the new sick leave entitlements take effect on January 1, 2024; and

WHEREAS, the City Council wishes to amend Section 14.20.7 [Sick Leave Part-Time, Temporary and Seasonal Employees (not including Permanent Part-Time Employees)] of the Personnel Rules to comply with the provisions of SB 616.

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated by this reference.

SECTION 2. Sick Leave Benefits for Part-Time, Temporary, and Seasonal Employees. Section 14.20.7 of the City's Personnel Rules shall be amended as follows (deletions in ~~strikethrough~~; changes in ***bold italics***):

"14.20.7 Part-Time, Temporary and Seasonal Employees (not including Permanent Part-Time Employees):

a) For purposes of Section 14.20.7, all non-permanent part-time, temporary, and seasonal employees shall be referred to as "non-permanent employees". Non-permanent employees who work in California for less

than 30 days within a year are not entitled to Sick Leave under this Section.

b) Non-permanent employees are eligible to accrue Sick Leave beginning with their first day of employment or July 1, 2015, whichever is later. Non-permanent employees shall accrue one (1) hour of paid leave for every thirty (30) hours worked, not to exceed a maximum cap of ~~48~~ ***80*** hours per calendar year. Sick leave does not accrue once the cap is reached, but will commence accruing again when accrued Sick Leave drops below the cap. Any unused accrued sick leave carries over year~~-~~to~~-~~year while continuously employed. Sick Leave is provided at the non-permanent employee's base hourly wage rate.

c) Non-permanent employees are entitled to use accrued Sick Leave for any purpose described in Section 14.20.1 beginning on the 90th day of employment. Non-permanent employees are only permitted to use a maximum of ~~three (3) days or twenty-four (24)~~ ***forty (40)*** hours~~,~~ ~~whichever is greater,~~ of accrued Sick Leave per ~~12-month period~~ ***calendar year***. ~~Sick Leave must be used in two (2) hour increments.~~

d) Sick Leave will not be considered hours worked for purposes of overtime calculation.

e) Non-permanent employees are not entitled to Sick ***L***~~l~~eave Buy Back and shall not receive any pay off or compensation for unused accrued Sick Leave upon termination, resignation, retirement, or other separation from employment.

f) If a non-permanent employee separates from City employment and is re-hired by the City within one (1) year of the date of separation, previously accrued and unused Sick Leave hours shall be reinstated.

g) Non-permanent employees shall provide reasonable advance***d*** notification of their need to use accrued paid ***S***~~s~~ick ***L***~~l~~eave to their supervisor if the need for Sick Leave use is foreseeable. If the need for Sick Leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable."

City staff are hereby authorized and directed to implement and incorporate the revisions as set forth herein directly into the Personnel Rules.

SECTION 3. Applicability to Other Governing Documents. Except as so modified herein, all other provisions of the Personnel Rules shall remain unmodified and in full force and effect. In the event that any provision of this Resolution is in conflict with the City's Personnel Rules or other policies in regard to part-time, temporary, and seasonal employees, this Resolution shall supersede and govern the City's policies and practices with regard to part-time, temporary, and seasonal employees.

SECTION 4. Certification. This resolution shall be effective January 1, 2024. The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 13th day of December, 2023.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk

State of California }
County of Los Angeles } ss.
City of Irwindale }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-88-3466 was duly introduced at a regular meeting of the Irwindale City Council held on December 13, 2023, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk

RESOLUTION NO. 2023-87-3456

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2021-117-3239, AND ESTABLISHING THE BENEFITS FOR UNREPRESENTED UNCLASSIFIED NON-PERMANENT, AND PERMANENT PART-TIME AT-WILL CITY EMPLOYEES

WHEREAS, Article VIII, Section 803 of the City Charter requires the City Council to establish by resolution salaries and other forms of compensation for all City employees; and

WHEREAS, Section 2.12.010 of the Irwindale Municipal Code requires that the offices and positions in the City employment be fixed and established by resolution of the City Council; and

WHEREAS, Section 2.12.020 of the Irwindale Municipal Code requires that the salaries and compensation of officers and employees of the City be fixed and determined by resolution of the City Council; and

WHEREAS, the City Council adopted Resolution No. 2023-72-3450 on September 27, 2023, which established the number of positions, schedule of classes, and compensation for City employees; and

WHEREAS, a number of unaffiliated and/or unrepresented, unclassified, at-will, non-permanent, and permanent part-time employees rely on the City Council to provide an appropriate benefit system; and

WHEREAS, the City Council adopted Resolution No. 2021-117-3239 on January 12, 2022, which established benefits for at-will part-time City employees; and

WHEREAS, on October 4, 2023, California Governor Gavin Newsom signed Senate Bill (SB) No. 616 into law, which expands California's mandatory paid sick leave from three days (or twenty-four hours) to five days (or forty hours) and permits the accrual and carry over of a maximum of eighty (80) hours of sick leave from one calendar year of employment to the next; and

WHEREAS, the new sick leave entitlements take effect on January 1, 2024; and

WHEREAS, the City Council desires to adopt this resolution to accurately reflect the current benefits for at-will part-time City employees in compliance with SB 616; and to supersede Resolution No. 2021-117-3239.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated by this reference.

SECTION 2. Applicability to Other Governing Documents. This Resolution shall supersede, repeal and replace Resolution No. 2021-117-3239. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein.

In the event that any provision of this Resolution is in conflict with the City's Personnel Rules or other policies, this Resolution shall supersede and govern the City's policies and practices with regard to unrepresented and/or unaffiliated employees.

SECTION 3. Benefits Applicable to At-Will Permanent Part-Time Employees. Unless otherwise stated herein, the benefits for all at-will permanent part-time employees of the City of Irwindale, who are unaffiliated and/or unrepresented and unclassified, shall be as follows:

A. SICK LEAVE. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be eligible for sick leave in accordance with the City's Personnel Rule 14.20 beginning on the 90th day of employment. Sick leave will not be considered hours worked for purposes of overtime calculation.

Sick leave accrual and payback are as follows:

1. SICK LEAVE ACCRUAL. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be credited with 3.693 hours of sick leave bi-weekly per the City's Personnel Rule 14.20.3.

2. SICK LEAVE CONVERSION. Employees who elect to convert accrued sick leave to compensation as provided for herein shall be limited to a maximum of one hundred (100) total hours per fiscal year of accrued sick leave to be converted, and in compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), must comply with the following:

    a. Any sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15 of the calendar year prior to the end of the calendar year in which the employee wishes to convert vacation or sick leave.

    b. All sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15 of the calendar year prior to conversion.

    c. Employees who fail to submit an election by December 15 of the calendar year prior to the conversion will not be eligible for sick leave converted to cash for that calendar year.

    d. Payments for accrued sick leave conversion to cash shall be made by separate check four times a year (first pay period in September, December, March, and June).

    e. Employees may not convert sick leave in an amount that shall reduce their sick leave balance to less than 80 hours.

Sick leave payments upon termination or periodic conversion requests will be provided as follows:

25%	over 800 hours
50%	481-800 hours
75%	1st 480 hours

B. EDUCATION INCENTIVE. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees will receive the following education incentive bonus in addition to their base compensation:

AA/AS degree or Junior Year Status at Four Year College or Higher: $1,200/year
BA/BS degree: $1,500/year
MA/MS degree: $1,800/year

To be eligible for these benefits, the coursework and/or degrees must be from an institution accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

This incentive will be paid out over twenty-six (26) bi-weekly pay periods in a calendar year.

C. BILINGUAL BONUS PAY. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be paid bilingual pay at a rate of fifty cents ($0.50) per hour upon passing a verbal bilingual exam. The employee may take a bilingual exam when hired or twice a year when the City offers bilingual exams. Bilingual bonus pay will be paid per pay period to those employees who prove proficient in Spanish and/or American Sign Language, and are required to use such languages during the course of City business. The City shall determine qualification requirements and the appropriate exam.

D. ANNUAL SERVICE AWARD PAY. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be entitled on each qualifying employee's fifth (5th) consecutive employment year to "Annual Service Award" pay of ten dollars ($10.00) for each year worked, which shall be paid in December of the qualifying year at the Annual Employee Service Award Reception. If there is no reception planned for the year, the service award will be paid in conjunction with the first paycheck in December of the qualifying year.

E. PARS MEMBERSHIP. Pursuant to Government Code §§ 53216 et seq., the City participates in the Public Agency Retirement Services (PARS) Retirement Enhancement Plan, which affords unaffiliated and/or unrepresented unclassified at-will permanent part-time employees additional retirement benefits commonly referred to as "1% at 55." The City pays on behalf of each eligible employee an amount sufficient to pay the full cost of the PARS retirement enhancement benefit. The City's participation in PARS is in addition to, and not in lieu of, the City's participation in the CalPERS program identified in Section 5. F.

1. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired before January 1, 2007:

    a. Employees shall individually pay a PARS contribution rate of four-tenths percent (0.4%) of salary.

    b. PARS benefits are vested after completing three (3) years of continuous employment with the City and service credit shall be given for previous employment with/by other agencies and/or cities.

2. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired After January 1, 2007:

a. Employees shall individually pay a PARS contribution rate of four-tenths percent (0.4%) of salary.

b. PARS benefits are vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities.

3. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired After January 1, 2011:

a. Employees shall individually pay a PARS contribution rate of fifty percent (50%) of the amount sufficient to pay for the cost of the PARS retirement enhancement benefit.

b. PARS benefits are vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities.

All unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired on or after January 1, 2013 are ineligible to participate in the PARS program.

F. CalPERS MEMBERSHIP. The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each employee shall pay the entire member contribution required under the City's benefit formula as set forth below.

1. Tier I Miscellaneous (unaffiliated and/or unrepresented unclassified at-will permanent part-time employee hired prior to January 1, 2011 and determined to be a "classic member" by CalPERS)

a. 2% @ 55 retirement benefit formula
b. Fourth Level of 1959 Survivors Program
c. Military Service as Public Service
d. One-Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months
e. Improved non-industrial disability allowance
f. Post-retirement survivor allowance
g. Credit for unused sick leave

2. Tier II Miscellaneous (unaffiliated and/or unrepresented unclassified at-will permanent part-time employee hired on or after May 1, 2011, and determined to be a "classic member" by CalPERS)

a. 2% @ 55 retirement benefit formula
b. Fourth Level of 1959 Survivors Program
c. Military Service as Public Service
d. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months

e. Improved non-industrial disability allowance
f. Post-retirement survivor allowance
g. Credit for unused sick leave

3. Tier III (PEPRA) Miscellaneous (unaffiliated and/or unrepresented unclassified at-will permanent part-time employee hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04)

    a. 2% @ 62 retirement benefit formula
    b. Fourth Level of 1959 Survivors Program
    c. Military Service as Public Service
    d. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
    e. Improved non-industrial disability allowance
    f. Post-retirement survivor allowance
    g. Credit for unused sick leave
    h. Employee shall individually pay a CalPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

G. RETIREE MEDICAL. CalPERS eligible retirees who were hired before January 1, 2011, and who retire from the City as a CalPERS-eligible retiree shall 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, inclusive of eligible dependents as defined by CalPERS, so long as employee remains eligible for CalPERS medical coverage. For all new employees hired on or after January 1, 2011, retiree medical will be implemented in accordance with the CalPERS Health Benefit Vesting Resolution No. 2010-49-2479 which mirrors the state plan for contribution levels. The resolution requires ten (10) years of service, five (5) years of which is with Irwindale, for fifty percent (50%) contribution of state designated amount towards retiree medical premium and twenty (20) years of service, five (5) years of which is with Irwindale, for one hundred percent (100%) contribution of state designated amount towards retiree medical premium for any CalPERS medical plan.

H. DIRECT DEPOSIT REQUIREMENT. The City shall maintain a mandatory requirement for participation in payroll direct deposit for all employees hired after July 8, 2001.

I. MEDICAL BENEFITS. Medical benefits shall be under the CalPERS medical program. The City pays one hundred percent (100%) of the premium for any CalPERS medical plan for unaffiliated and/or unrepresented unclassified at-will permanent part-time employees and their eligible dependents as defined by CalPERS.

J. DENTAL BENEFITS. The City pays one hundred percent (100%) of the premium for one of two dental plans offered by the City for unaffiliated and/or unrepresented unclassified at-will permanent part-time employees and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

K. VISION BENEFITS. The City pays one hundred percent (100%) of the premium for a vision plan for unaffiliated and/or unrepresented unclassified at-will permanent part-time employees and their eligible dependents. The City reserves the right to unilaterally

change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

L. MEDICAL, DENTAL, AND VISION INSURANCE PREMIUM OPT-OUT. Any eligible unaffiliated and/or unrepresented unclassified at-will permanent part-time employee who elects to opt-out of medical, dental & vision coverages offered by the City will be paid a cash benefit in lieu of said coverage equal to one half (1/2) of the average monthly cost to the City for single employee medical insurance coverage only (not including dental or vision), provided such employee can demonstrate, to the satisfaction of the City, that he/she has opted out of all three coverages and can demonstrate to the satisfaction of the City, that such employee has substantially equivalent medical coverage through some other insurance plan, which plan shall remain in full force and effect during the entire term of employment of such employee with the City. The City shall have the sole and unfettered right to determine whether such employee has satisfactorily demonstrated substantially equivalent medical coverage, and any such employee seeking reimbursement from the City must, at least annually, provide written proof of such substantially equivalent medical coverage in a form satisfactory to the City. Payment shall be made bi-weekly through the regular payroll system.

M. UNIFORM ALLOWANCE**.** The position of Senior Center Leader shall receive a uniform allowance in the amount of $50.00 per year.

N. BREAK PERIODS. Unless otherwise stated herein, the break periods for all at-will permanent part-time employees shall be as follows:

- MEAL BREAK. Employees working more than six (6) hours in a work day may take an unpaid meal period of thirty (30) minutes. This shall occur approximately mid-way between the employee's starting time and finishing time.

- REST BREAK. Employees working more than three and one-half (3.5) hours in a work day may take a paid rest break of fifteen (15) minutes for every four hours worked. Insofar as practical, the rest break should be in the middle of each four-hour work period.

SECTION 4. Benefits Applicable to Authorized At-Will Non-permanent Part-Time Employees. Unless otherwise stated herein, the benefits for all at-will non-permanent part-time employees of the City of Irwindale, who are unaffiliated and/or unrepresented and unclassified, shall be as follows:

A. CITY MANAGER AUTHORIZATION. For unaffiliated and/or unrepresented unclassified at-will non-permanent part-time positions, the City Manager may authorize the number of hires as long as the personnel costs do not exceed the budgeted amounts in approved funds.

B. SICK LEAVE. Unaffiliated and/or unrepresented unclassified at-will non-permanent part-time employees shall be eligible for sick leave in accordance with the City's Personnel Rule 14.20. This includes sick leave accrual as follows:

1. Pursuant to Personnel Rules Section 14.20.07, non-permanentpart-time employees are eligible to accrue Sick Leave beginning with their first day of employment.

2. Non-permanent part-time employees shall accrue one (1) hour of paid leave for every thirty (30) hours worked, not to exceed a maximum cap of eighty (80) hours

per calendar year. Sick leave does not accrue once the cap is reached, but will commence accruing once accrued sick leave drops below the cap of 80 hours per calendar year. Any unused accrued sick leave carries over year-to-year while continuously employed. Sick Leave is provided at the non-permanent part-time employee's base hourly wage rate.

3. Non-permanent part-time employees are entitled to use accrued Sick Leave for any purpose described in Personnel Rules Section 14.20.1 beginning on the 90th day of employment. Non-permanent part-time employees are only permitted to use a maximum of forty (40) hours of accrued sick leave per calendar year.

4. Sick Leave will not be considered hours worked for purposes of overtime calculation.

5. Non-permanent part-time employees are not entitled to sick leave buyback and shall not receive any pay out or compensation for unused accrued sick leave upon termination, resignation, retirement or other separation from City employment.

6. If a non-permanent part-time employee separates from City employment and is re-hired by the City within one (1) year of the date of separation, previously accrued and unused sick leave hours shall be reinstated.

7. Non-permanent part-time employees shall provide reasonable advanced notification of their need to use accrued paid sick leave to their supervisor if the need for Sick Leave use is reasonably foreseeable.If the need for Sick Leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as practicable.

C. BILINGUAL BONUS PAY. Unaffiliated and/or unrepresented unclassified at-will non-permanent part-time employees shall be paid bilingual pay at a rate of fifty cents ($0.50) per hour upon passing a verbal bilingual exam. The employee may take a bilingual exam when hired or twice a year when the City offers bilingual exams. Bilingual bonus pay will be paid per pay period to those employees who prove proficient in Spanish and/or American Sign Language and are required to use such languages during the course of City business. The City shall determine qualification requirements and the appropriate exam.

D. ANNUAL SERVICE AWARD PAY. Unaffiliated and/or unrepresented unclassified at-will non-permanent part-time employees shall be entitled on each qualifying employee's fifth (5th) consecutive employment year to "Annual Service Award" pay of ten dollars ($10.00) for each year worked, which shall be paid in December of the qualifying year at the Annual Employee Service Award Reception. If there is no reception planned for the year, the service award will be paid in conjunction with the first paycheck in December of the qualifying year.

E. DIRECT DEPOSIT REQUIREMENT. The City shall maintain a mandatory requirement for participation in payroll direct deposit for all employees hired after July 8, 2001.

F. UNIFORM ALLOWANCE. The positions of Bus Driver, Recreation Aide and Senior Center Aide shall receive a uniform allowance in the amount of $50.00 per year.

E. BREAK PERIODS. Unless otherwise stated herein, the break periods for all at-will non permanent part-time employees shall be as follows:

- MEAL BREAK. Employees working more than six (6) hours in a work day may take an unpaid meal period of thirty (30) minutes. This shall occur approximately mid-way between the employee's starting time and finishing time.

- REST BREAK. Employees working more than three and one-half (3.5) hours in a work day may take a paid rest break of fifteen (15) minutes for every four hours worked. Insofar as practical, the rest break should be in the middle of each four-hour work period.

SECTION 5. Benefits Appliable to Authorized At-Will Temporary Part-Time Employees. At-will temporary part-time employees of the City of Irwindale, who are unaffiliated and/or unrepresented and unclassified, are not entitled to any benefits. Other than the compensation provided for herein, temporary part-time employees are not provided any additional compensation, reimbursements, leaves, or incentives, except those mandated by state or federal law.

A. BREAK PERIODS. Unless otherwise stated herein, the break periods for all at-will temporary part-time employees shall be as follows:

- MEAL BREAK. Employees working more than six (6) hours in a work day may take an unpaid meal period of thirty (30) minutes. This shall occur approximately mid-way between the employee's starting time and finishing time.

- REST BREAK. Employees working more than three and one-half (3.5) hours in a work day may take a paid rest break of fifteen (15) minutes for every four hours worked. Insofar as practical, the rest break should be in the middle of each four-hour work period.

B. SICK LEAVE. Unaffiliated and/or unrepresented unclassified at-will temporary part-time employees shall be eligible for sick leave in accordance with the City's Personnel Rule 14.20. This includes sick leave accrual as follows:

1. Pursuant to Personnel Rules Section 14.20.07, temporary part-time employees are eligible to accrue Sick Leave beginning with their first day of employment.

2. Temporary part-time employees shall accrue one (1) hour of paid leave for every thirty (30) hours worked, not to exceed a maximum cap of eighty (80) hours per calendar year. Sick Leave does not accrue once the cap is reached, but will commence accruing once accrued sick leave drops below the cap of 80 hours. Any unused accrued Sick Leave carries over year-to-year while continuously employed. Sick Leave is provided at the temporary part-time employee's base hourly wage rate.

3. Temporary part-time employees are entitled to use accrued Sick Leave for any purpose described in Personnel Rules Section 14.20.1 beginning on the 90th day of employment. Temporary part-time employees are only permitted to use a maximum of forty (40) hours of accrued sick leave per calendar year.

4. Sick Leave will not be considered hours worked for purposes of overtime calculation.

5. Temporary part-time employees are not entitled to Sick Leave buyback and shall not receive any pay out or compensation for unused accrued Sick Leave upon termination, resignation, retirement or other separation from City employment.

6. If a temporary part-time employee separates from City employment and is re-hired by the City within one (1) year of the date of separation, all previously accrued and unused Sick Leave hours shall be reinstated.

7. Temporary part-time employees shall provide reasonable advanced notification of their need to use accrued paid Sick Leave to their supervisor if the need for Sick Leave use is reasonably foreseeable. If the need for Sick Leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as practicable.

SECTION 6. Certification.The Chief Deputy City Clerk shall certify to the adoption of this resolution which shall take effect January 1, 2024.

PASSED, APPROVED AND ADOPTED this 13th day of December 2023.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-87-3456 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 13th day of December 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto
Chief Deputy City Clerk

City Council Item #21.D.

City of IRWINDALE AGENDA REPORT

Date: December 13, 2023

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

From: Julian A. Miranda, City Manager/Executive Director

Issue: Investment Policy Review and Delegation of Investment Authority

City Manager's Recommendation:

It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority **adopt Joint Resolution No. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, and RA 2023-03-038 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY."

Administrative Action:

Submitted/Prepared by:

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney / General Counsel — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager / Executive Director — Electronically Approved

Background and Analysis:

The City Treasurer is required by the State of California Government Code Section 53646, to present to the City Council the City's Investment Policy on an annual basis or when any change is proposed to be made to the policy.

The City of Irwindale's Investment Policy was last reviewed and approved on June 5, 2023. The City Treasurer has reviewed the current Investment Policy and is recommending appropriate and necessary changes to the overall policy as shown in the legislative format of the attached Exhibit A, Draft City of Irwindale Investment Policy. The updated Investment Policy would be adopted via the proposed resolutions of the City Council, Housing Authority, Reclamation Authority, and Successor Agency.

Additionally, the proposed resolutions would renew the delegation of authority to invest or reinvest funds, or sell or exchange securities, to the City Treasurer for a one-year period pursuant to State of California Government Code Section 53607.

The Investment Policy continues to adhere to the City's objectives of safety, liquidity and yield, and continues delegating investment authority to the City Treasurer.

The Investment Policy requires that an Investment Report be presented to the City Council/Boardmembers on a quarterly basis, which shall present the status of the City's current investment portfolio. In accordance with this requirement, an Investment Report is presented to the City Council/Boardmembers on a quarterly basis.

The next Investment Report will be presented to the City Council/Boardmembers at their regularly scheduled meeting on January 24, 2024, and it will list the combined investment portfolio for the City of Irwindale, Successor Agency, Housing Authority, and Reclamation Authority as of the quarter ending December 31, 2023.

Fiscal Impact:

None.

Attachments:

1. Resolution 2023-92-3470 (Joint with SAHA RA) - Investment Policy
2. Exhibit A - Draft City of Irwindale Investment Policy

RESOLUTION NO. 2023-92-3470
RESOLUTION NO. SA 2023-93-3471
RESOLUTION NO. HA 2023-07-138
RESOLUTION NO. RA 2023-04-039

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, and RA 2023-03-038 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY

WHEREAS, Section 708 of the Charter of the City of Irwindale established the office of the City Treasurer and imposes duties upon the City Treasurer under state and local law, including the custody of all City funds; and

WHEREAS, Section 53646 of the State of California Government Code requires that the City Treasurer render annually to the City Council a statement of investment policy for consideration at a public meeting; and

WHEREAS, Government Code section 53646 also requires that any change in the investment policy shall also be reviewed and approved at a public meeting; and

WHEREAS, the City Treasurer, after review of the City of Irwindale Investment Policy ("Investment Policy"), is proposing appropriate and necessary changes to overall policy; and

WHEREAS, the Investment Policy was presented by the City Treasurer as a joint item to the City Council, and Boards of the Successor Agency, Housing Authority, and Reclamation Authority at the public meeting held on December 13, 2023; and

WHEREAS, Investment Policy Resolution Numbers 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, and RA 2023-03-038 are proposed to be repealed and replaced in their entirety with an updated Investment Policy and corresponding Resolution Numbers 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039; and

WHEREAS, pursuant to Government Code section 53607, the City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority may delegate the authority to invest or reinvest funds, or sell or exchange securities, to the City Treasurer for a one-year period. Subject to review, the delegation of authority may be renewed each year; and

WHEREAS, Resolution Numbers 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 would also renew the delegation of authority to invest or reinvest funds, or sell or exchange securities, to the City Treasurer for a one-year period; and

WHEREAS, the City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority desire to approve the City of Irwindale Investment Policy by adopting Resolution Numbers 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 respectively, and delegate investment authority to the City Treasurer.

NOW, THEREFORE, **THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD DO HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

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

SECTION 2. The City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority have reviewed and hereby approve and adopt the Investment Policy attached as Exhibit "A" and made a part hereof.

SECTION 3. Resolution Numbers 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, and RA 2023-03-038 are hereby repealed and replaced in their entirety by Resolution Numbers 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039, respectively, and the City of Irwindale Investment Policy is hereby replaced in its entirety by the adopted Investment Policy attached as Exhibit "A."

SECTION 4. The City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority hereby delegate the authority to invest the surplus funds of the City of Irwindale, Irwindale Successor Agency, Irwindale Housing Authority, and Irwindale Reclamation Authority to the City Treasurer consistent with the attached Investment Policy.

SECTION 5. If any section, subsection, sentence, clause or phrase of this Resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 6. The Chief Deputy City Clerk, Secretary to the Successor Agency, and Authority Assistant Secretaries shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2023.

_____
H. Manuel Ortiz, Mayor/Chair

ATTEST:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk/Secretary

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution Nos. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 were adopted jointly at a regular meeting of the City Council of the City of Irwindale held on December 13th, 2023, by the following vote:

AYES: Councilmembers/Agency Members/Authority Members:

NOES: Councilmembers/Agency Members/Authority Members:

ABSENT: Councilmembers/Agency Members/Authority Members:

ABSTAIN: Councilmembers/Agency Members/Authority Members:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk/Secretary

EXHIBIT A

CITY OF IRWINDALE
INVESTMENT POLICY
~~JUNE~~ DECEMBER 2023

POLICY

The investment of the funds of the City of Irwindale ("City) is directed toward the goals of safety, liquidity and yield. The State of California authority governing investments for municipal governments is set forth in the California Government Code, Sections 53601 through 53659.

The primary objective of the investment policy ("Policy") of the City is **SAFETY OF PRINCIPAL**. Investments shall be placed in securities as outlined in the authorized investments and maturity sections of this document. Effective cash flow management and resulting cash investment practices are recognized as essential to good fiscal management and control. The City monitors cash flow on a daily basis and reports results to City Council quarterly to help ensure that liquidity is never threatened. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. Portfolio management requires continual analysis and as a result the balance between the various investments and maturities may change in order to give the City the optimum combination of necessary liquidity and yield based on cash flow projections.

SCOPE

The investment policy applies to all financial assets of the City as accounted for the Annual Comprehensive Financial Report (ACFR). Policy statements outlined in this document focus on the City's pooled funds, but will also apply to all other funds under the City Treasurer's span of control unless specifically exempted by resolution. This includes funds of the City of Irwindale, as well as the Irwindale Successor Agency, Irwindale Housing Authority, and the Irwindale Reclamation Authority. Retirement, Pension and Deferred Compensation Funds are excluded from this Policy. Funds held by a fiscal agent or trustee and pledged to payment for, or security of bonds or other obligations of the City may be invested pursuant to the provisions governing the issuance of the bonds, debt or obligation of the City.

PRUDENCE

The standard to be used by investment officials shall be that of a “prudent investor” and shall be applied in the context of managing all aspects of the overall portfolio. The “prudent investor” standard is defined as: When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

The City Treasurer and other individuals assigned to manage the investment portfolio, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility and liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

OBJECTIVES

Safety of Principal

Safety of principal is the foremost objective of the City. Each investment transaction shall seek to ensure that capital losses are avoided, whether from securities default, broker-dealer default or erosion of market value. The City shall seek to preserve principal by mitigating the two types of risk, credit risk and market risk, defined below:

> Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in investment grade securities and by diversifying the investment portfolio.
>
> Market risk, defined as market value fluctuations due to overall changes in the general level of interest rates, shall be mitigated by limiting the average maturity of the City's investment portfolio to three years, the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis, thereby eliminating the need to sell securities prior to maturity and avoiding the purchase of long term securities for the sole purpose of short term speculation.

Liquidity

The City's investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). A portion of the portfolio may be placed in money market mutual funds or local government investment pools that offer same day liquidity for short-term funds. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

Yield: Return on Investments

The City's investment portfolio shall be designed with the objective of attaining a market rate of return through budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of least importance compared to the safety and liquidity objectives described above.

SOCIAL RESPONSIBILITY

Investments in corporate securities and depository institutions (including purchases of investments authorized by this policy and relationships for depository, custodial, brokerage and other financial services per this policy or otherwise) shall be made in furtherance of socially responsible goals to the extent that such investments achieve substantially equivalent safety, liquidity and yield compared to other similar investments permitted by state law. Investments are to be made that will bear in mind the responsibility of city government to its citizens. Investments that support community well-being; promote equality of rights regardless of sex, race, age, disability or sexual orientation; promote community economic development; provide a positive impact on the environment, fair workplace practices, robust corporate governance, high product integrity, and positive community involvement will be considered.

INVESTMENT MATURITY

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 5 years from the date of purchase. At no point in time, shall more than one third of the investment portfolio have a maturity date in excess of three years into the future.

Reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

AUTHORIZED BANKS AND SECURITY DEALERS

In selecting financial institutions for the deposit or investment of City funds, the Treasurer shall consider the credit-worthiness of institutions, and utilize only those depositories that are qualified public depositories as established by state law. In addition, only broker-dealers that are authorized in the state of California will be utilized. The Treasurer shall continue to monitor financial institutions' credit characteristics and financial history throughout the period in which City funds are deposited or invested.

All broker-dealers who desire to become qualified bidders for investment transactions must supply the Treasurer with the following items: audited financial statements; National Association of Securities Dealers (NASD) certification; proof of state registration; and certification of awareness of, and familiarity with Irwindale's investment policy. A competitive bid process will be used when practical to select broker-dealers.

AUTHORIZED INVESTMENTS

Purchase of investments will be made with surplus funds available. Investments will be paid for, in full, as soon as practical after the time of trade. Purchases will not be made using leverage, margin accounts, reverse repurchase agreement, or other unfunded mechanisms. No investments shall conflict with Government Code section 53601.

Eligible vehicles for the investment of funds shall be limited to:

a) The State of California Local Agency Investment Fund (LAIF).

b) Bonds issued by the City of Irwindale, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the City or by a department board, agency, or authority of the City.

c) Bonds, notes, and similar securities issued by the United States Treasury. There will be no options or like instruments purchased.

d) Bonds, notes and similar securities issued by United States government agencies. ~~There will be no options or like instruments purchased.~~

~~e) Notwithstanding the above limitations, purchase of callable bonds and notes~~

~~is permissible~~

~~f)~~e) Registered state warrants or treasury notes or bonds issued by the State of California.

~~g)~~f) Bonds, notes, warrants or other evidence of debt issued by a local agency within the State of California, including pooled investment accounts sponsored by the State of California, County Treasurers, other local agencies or Joint Powers Agencies.

~~h)~~g) Medium~~-~~-term notes (maximum maturity of~~not to exceed~~ 5 years or less) of ~~US~~ corporations organized and operating within the United States rated "A" or better by ~~Moody's or S&P~~ nationally recognized rating agency. Purchases may ~~Not~~ not exceed ~~more than~~ 30% of the portfolio.~~surplus funds can be invested in medium term notes.~~

~~i)~~h) Negotiable certificates of deposit which are fully insured by the Federal Deposit of Insurance Corporation (FDIC).

~~j)~~i) Collateralized bank deposits with a perfected security interest in accordance with the Uniform Commercial Code (UCC) or applicable federal security regulations.

~~k)~~j) Banker's acceptances, accepted by domestic banks, which are members of the Federal Reserve System and are eligible for purchase or discount by the Federal Reserve System. Must have a commercial paper rating of A1 or P1. Purchases of banker's acceptances may not exceed 180 days maturity or ~~20~~40% of the City's investment portfolio. No more than ~~10~~30% of the investment portfolio may be invested in the banker's acceptances of any one commercial bank.

~~l)~~k) Repurchase/Reverse Repurchase Agreements of any securities authorized by this Section. Investment in Repurchase Agreements may not exceed a term of one year and the market value of the securities that underlay a Repurchase Agreement shall be no less than 102% of the funds borrowed against those securities because Repurchase Agreement limitations are set forth in California Government Code 53601(j).

~~m) Medium term notes (remaining term not to exceed five years) of U. S. corporations rated "A" or better by Moody's or Standard & Poor's Corporation. Not more than 30% of the market value of the portfolio and no more than 15% of the market value of the portfolio many be invested in notes issued by one corporation.~~

~~n)~~l) Other investment instruments whose principal is guaranteed by the US government through programs such as the Temporary Liquidity Guarantee Program. Thus, corporate bonds are allowable investments if they are insured by the federal government or FDIC (TLGP).

m) Loans between the City of Irwindale funds and other City Agency funds, which include the Housing Authority, Successor Agency, and the Reclamation Authority. Any loans made shall be approved by resolution which shall describe the purpose of the inter-agency fund ~~loan, and~~loan and include a Promissory Note that stipulates all terms of the loan. The Interest for any inter-agency fund loan shall be in line with the customary interest rate of investments for similar terms as exhibited in the latest City Treasurer's Quarterly Report of Investments.

n) Commercial Paper: Short-term instruments with a maximum maturity of 270 days or less, an "A1/P1" (prime) rating or better, with fixed coupons, fixed maturity and no call provisions and meeting all of the additional conditions in either paragraph (A) or (B) below.

(A) The issuer is a general corporation organized and operating within the United States, has total assets in excess of five hundred million dollars, and has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a nationally recognized rating agency.

(B) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company; has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond, and has commercial paper that is rated "A1/P1" (prime) or better by a nationally recognized rating agency.

Purchases may not exceed 25% of the portfolio and no more than 10% of any single issuer.

~~o)~~ Money Market Funds registered under the Investment Company Act of 1940 which (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant daily net asset value per share of $1.00; (3) invest only in the securities and obligations authorized in this investment policy and (4) have a rating of at least two of the following: AAAm by S&P Global Ratings, Aaa by Moody's or AAA/V1+ by Fitch. The aggregate investment in money market funds shall not exceed 20% of the City's total portfolio.

o)

p) Supranational Organizations Securities, Limited to United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by: International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB). The stated final maturity of such security shall not exceed five (5) years from the date of purchase. Rated in the rating category of "AA" or better by a nationally recognized rating agency. Purchases may not exceed 30% of the portfolio.

INVESTMENTS HELD SEPARATELY

Investments of bond proceeds will be held separately when required by the bond indentures or when necessary to meet arbitrage regulations. If allowed by the bond indentures, or if the arbitrage regulations do not apply, investments of bond proceeds will be held as part of the pooled investments. The City's Policy does not apply to funds held in trust in the City's name in pension and other-post-retirement benefit programs.

DERIVATIVE INVESTMENTS

Derivatives are investments whose value is "derived" from a benchmark or index. That benchmark can be almost any financial measure from interest rates to commodity and stock prices. The City's investment policy shall be in compliance with California State Government Code which, effective January 1996, prohibits the purchase of inverse floaters, range notes, interest only strips or securities that could result in zero interest accrual at any point in the life of the security.

Future purchases of securities classified as derivative securities must be issued by an agency or entity authorized by this investment policy and must receive prior approval from the Governing Body.

COLLATERAL REQUIREMENTS

Collateral is required for investments in certificates of deposits, repurchase agreements and reverse repurchase agreements. In order to reduce market risk, the collateral level will be at least 102% of market value principal and accrued interest.

The only securities acceptable as collateral shall be direct obligations of, or fully guaranteed as to principal and interest by, the United States or any agency of the United States.

SAFEKEEPING OF SECURITIES

To protect against fraud or embezzlement, or losses caused by collapse of an individual securities dealer, all securities owned by the City shall be held in safekeeping by a third party bank trust department, acting as agent for the City under the terms of a custody agreement or Public Securities Association agreement (repurchase agreement collateral). All trades executed by a dealer will settle delivery vs. payment (DVP) through the City's safekeeping agent.

Securities held in custody for the City shall be independently audited on an annual basis to verify investment holdings.

All exceptions to this safekeeping policy must be approved by the City Treasurer in written form and included in monthly reporting to City Council.

PERFORMANCE EVALUATION

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

The City's investment strategy is passive. Passive investment portfolio management generally indicates that the Treasurer will purchase an instrument and hold it through to call or maturity, and then reinvest the monies. Although the City's investment strategy is passive, this will not restrict the Treasurer from evaluating when swaps are appropriate or if the sale of an instrument is prudent prior to final maturity. Given this strategy, the basis used by the Treasurer to determine whether market yields are being achieved shall be the Local Agency Investment Funds (LAIF).

DELEGATION OF AUTHORITY

The Charter of the City assigns the custody of all City funds to the City Treasurer. Pursuant to the Government Code, the City Council may delegate to the Treasurer for a one-year period the authority to invest or to reinvest all funds of the City. So long as the City Council's annual delegation of investment authority pursuant to California Government Code Section 53607 to the City Treasurer is effective, no person may engage in investment transactions unless directed by the City Treasurer, or in the absence of such effective delegation, unless directed by the City Council. In the execution of this delegated authority, the City Treasurer may establish accounts with well qualified, financially sound financial institutions and/or brokers/dealers for the purpose of

completing investment transactions in accordance with this policy. The City Treasurer shall establish procedures for the operation consistent with this investment policy. ~~The City Treasurer may authorize other Finance Department staff to initiate investment transactions.~~

ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program, or impairs their ability to make impartial investment decisions. Additionally, the City Treasurer is required to annually file applicable financial disclosures as required by the Fair Political Practices Commission.

INTERNAL CONTROL

The Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with the City's Investment Policy and for establishing internal controls that are designed to prevent losses due to fraud, negligence, and third-party misrepresentation. Accordingly, the City Treasurer shall establish procedures for the operation of the City's investment program that are consistent with the provisions of this Investment Policy.

Internal controls deemed most important shall include (but not limited to): avoidance of collusion; separation of duties and administrative controls; separating transaction authority from accounting and record keeping; custodial safekeeping; clear delegation of authority; management approval and review of investment transactions; specific limitations regarding securities losses and remedial action; written confirmation of telephone transactions; documentation of investment transactions and strategies; and monitoring of results.

REPORTING

The City Treasurer shall provide the City Council/Boardmembers quarterly investment reports which provide a clear picture of the status of the current investment portfolio. The treasurer's report shall include the type of investments, the issuers, maturity dates, par values, and the current market values of each component of the portfolio, including funds managed for the City by third party safekeeping custodians. The report will also include the source of the portfolio valuation. The report must also include a certification that the City will meet its expenditure obligations for the next six months as required by California

Government Code Section 53646(b)(3). The City Treasurer shall maintain a complete and timely record of all investment transactions.

LEGISLATIVE CHANGES

Any State of California legislative action, that further restricts allowable maturities, investment type or percentage allocations, will be incorporated into the City's Investment Policy and supersede any and all previous applicable language.

POLICY REVIEW

The Statement of Investment Policy shall be updated annually in the month of June by the City Treasurer and submitted to the City Council for review and adoption.

City Council Item #21.E.

City of IRWINDALE AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Accepting and Approving the Appropriation of Donated Funds from the Irwindale Community Foundation

City Manager's Recommendation:

It is recommended that the City Council **adopt Resolution No. 2023-94-3472** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING AND APPROVING THE APPROPRIATION OF DONATED FUNDS FROM THE IRWINDALE COMMUNITY FOUNDATION FOR THE USE OF CIVICPLUS (FORMERLY KNOWN AS CIVICCLERK) AGENDA MANAGEMENT SOFTWARE."

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager — Electronically Approved

Prepared by:

Laura Nieto, Chief Deputy City Clerk — Electronically Approved

Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager — Electronically Approved

Background and Analysis:

In 2023, the City of Irwindale began utilizing CivicPlus (formerly known as CivicClerk) Agenda Management Software ("CivicPlus") for its boards and commissions. CivicPlus is used for agenda

creation and collaboration through a workflow process, agenda and meeting management for use by the clerk/secretary, minute taking and management, as well as website integration.

The annual cost for CivicPlus is budgeted in the City of Irwindale's adopted budget as 75% ($6,375) from the General Fund and 25% ($2,125) from the Mining Impact Fund. The staff has calculated the number of regular meetings of all City boards and commissions held in a calendar year, including the Irwindale Community Foundation ("ICF"). ICF usage of CivicPlus is approximately seven percent (7%) of the overall use of the application, which equates to $580.

On November 27, 2023, ICF Board approved the appropriation of a donation in the amount of $580 to the City of Irwindale's General Fund for ICF's use of the CivicPlus Agenda Management Software.

Fiscal Impact:

Approving Resolution No. 2023-94-3472 will authorize the City to record the acceptance of $580 of ICF donated funds in account (01-00-000-37471-0000) as well as approve the appropriation of these funds into the proper expenditure budget account (01-16-160-42300-1151) for City Clerk. The appropriations will allow the division to pay for the solution for the benefit of using the Agenda Management Software by ICF.

Attachments:

1. Resolution No. 2023-94-3472

RESOLUTION NO. ICF 2023-94-3472

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING AND APPROVING THE APPROPRIATION OF DONATED FUNDS FROM THE IRWINDALE COMMUNITY FOUNDATION FOR THE USE OF CIVICPLUS (FORMERLY KNOWN AS CIVICCLERK) AGENDA MANAGEMENT SOFTWARE

WHEREAS, the Irwindale Community Foundation is a 501(c)(3) non-profit organization in the City of Irwindale, which serves an important public purpose by raising funds to benefit the Irwindale community; and

WHEREAS, in 2023, the City of Irwindale began utilizing CivicPlus (formerly known as CivicClerk) Agenda Management Software for its boards and commissions. CivicPlus is used for agenda creation and collaboration through a workflow process, agenda and meeting management for use by the clerk/secretary, minute taking and management, as well as website integration; and

WHEREAS, in an effort to enhance efficiencies and transparency, staff is recommending that the use of CivicPlus be extended to include the Irwindale Community Foundation; and

WHEREAS, the annual cost for CivicPlus is budgeted in the City of Irwindale's adopted budget as 75% ($6,375) from General Fund and 25% ($2,125) from the Mining Impact Fund; and

WHEREAS, Irwindale Community Foundation usage of CivicPlus is determined to be approximately seven percent (7%) of overall use which equates to $580; and

WHEREAS, during the board meeting on November 27, 2023, the Irwindale Community Foundation Board approved a donation of $580 to the City of Irwindale; and

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

Section 1. The City Council finds the above recitals to be true and correct and incorporates them herein by this reference.

Section 2. The City Council hereby formally accepts the donation of $580 from the Irwindale Community Foundation on behalf of the City, and the same shall be recorded in the City's donated revenue budget in account (01-00-000-37471-0000).

Section 3. The City Council hereby approves and appropriates the donated funds as approved by the Irwindale Community Foundation into the City Clerk's Fiscal Year 2023-2024 budget.

Section 4. The City Council hereby authorizes staff to appropriate and expend Irwindale Community Foundation $580 donation to City Clerk's budget from account (01-16-160-42300-1151).

Section 5. That the Chief Deputy City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED and **ADOPTED** this 13th day of December 2023.

_____
H. Manuel Ortiz, Mayor

ATTEST

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Secretary of the Irwindale Community Foundation, do hereby certify that the foregoing Resolution No. ICF 2023-94-3472 was duly adopted by the City Council of the City of the City of Irwindale, at a regular meeting held on the 13th day of December 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

City Council Item #21.F.

City of IRWINDALE
AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Development Impact Fee Compliance Report Required Pursuant to Government Code § 66006.

City Manager's Recommendation:

That the City Council review, receive and file the Development Impact Fee Compliance Report for Fiscal Year ending June 30, 2023.

Administrative Action:

Submitted/Prepared by:

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager — Electronically Approved

Background and Analysis:

The Development Impact Fees ("DIF") are charged for new developments, and the fee represents the new development project's fair share of costs for future infrastructure and facility needs that will be needed to meet the City's growth demands.

The City Council of the City of Irwindale adopted Development Impact Fee Ordinance No. 726 (IMC Section 3.50) on July 11, 2018, and the fees became effective sixty (60) days after. On December 9, 2020, the City Council approved Resolution No. 2020-98-3258 approving adjustments to the City's DIF and the fees became effective sixty (60) days after adoption.

Pursuant to Government Code Section 66006, a local agency which levies Development Impact Fees shall make available to the public a report providing certain information set forth in Government Code Section 66006(b)(1) and shall review that information at the next regularly scheduled public meeting not less than 15 days after the information has been made available to the public.

Commencing on November 28, 2023, copies of the Development Impact Fee Compliance report, attached as Exhibit A, were made available to the public for review in the City Clerk's Office, as well as posted on the City's website. At this December 13, 2023, City Council meeting, the City Council is asked to review the information that has been made available to the public in accordance with Government Code Section 66006.

The purpose of this report is to provide the community with information as to the status and use of development impact fees collected and to meet the reporting requirement of Government Code Section 66006 for the fiscal year ending June 30, 2023.

Fiscal Impact:

There is no fiscal impact with the acceptance of this report.

Attachments:

1. DRAFT Development Impact Fee Compliance Report for FY ending June 30, 2023

City of Irwindale
Development Impact Fee Annual Report
Fiscal Year 2022-2023

INTRODUCTION

The following is a report, which was prepared to comply with California Government Code Section 66006. This section requires an annual disclosure and review of collected development impact fees and expenditures. This review is prepared in compliance with the requirements of the Government Code[1]. The Development Impact Fees are meant to fund the cost of key capital facilities that will be needed to meet the City's growth demands.

The City Council of the City of Irwindale adopted the Development Impact Fee ("DIF") Ordinance No. 726 on July 11, 2018. On December 9, 2020, the City Council approved Resolution No. 2020-98-3258 approving adjustments of the City's DIF and the fees became effective sixty (60) days after adoption.

State law requires any local agency that imposes development impact fees to prepare and make available an annual report providing specific information about those fees within 180 days after the last day of each fiscal year. The annual compliance reporting requirements are as follows:

1. A brief description of the type of fee in the account or fund, included as Section 1.

2. The amount of the fee, included as Section 2.

3. The beginning and ending balance of the account or fund, included as Section 3.

4. The amount of the fees collected and the interest earned, included as Section 4.

5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees. Included as Section 5.

6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement,

[1] Unless otherwise specified herein, all statutory references are to the Government Code.

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as identified in paragraph (2) of the subdivision (a) of Section 66001, and the public improvement remains incomplete. Included as Section 6.

7. A description of each inter-fund transfer or loan made from the account or fund, including the public improvement of which the transferred or loaned fees will be expended, and the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan. Included as Section 7.

8. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001. Included as Section 8.

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RESPONSES TO THE REPORTING REQUIREMENTS

Section 1: A brief description of the type of fee in the account or fund

a. **Administrative Facilities** – The purpose of the fee is to ensure that the new development funds its fair share of administrative facilities. A fee schedule is presented based on the planned facilities standard of administrative facilities in the City of Irwindale to ensure that new development provides adequate funding to meet its needs.

b. **Transportation Facilities** – The purpose of this fee is to fund the needed transportation facilities, including roadway segments and intersection improvements, to accommodate new development.

c. **Library Facilities** – The purpose of this fee is to fund the needed Library facility. The Library facilities in Irwindale serve both residents and businesses. Therefore, demand for services and associated facilities are based on the City's service population including residents and workers.

d. **Storm Drain Facilities** – The purpose of this Storm Drain Facilities fee is to accommodate growth within the City of Irwindale and to fund new development, including storm drain facility infrastructure.

e. **Police Facilities** – The purpose of the police impact fee is to fund the police facilities needed to serve new development. Irwindale currently provides police services from a single police station. A proposed fee is presented based on the system plan standard of police facilities per capita.

Sewer Facilities – The purpose of this Sewer Facilities fee is to accommodate growth within the City of Irwindale and to fund new development, including sewer facilities infrastructure.

g. **Parks and Recreation Facilities** – The purpose of the parkland and park facilities impact fee is to fund the park facilities needed to serve new development. The maximum justified impact fee is presented based on the existing plan standard of parkland and park facilities per capita.

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Section 2. Current Fee Schedule

Land Use	Admin Facilities	Police Facilities	Parks & Rec Facilities	Library Facilities	Trans-portation Facilities	Storm Drain Facilities	Sewer Facilities
Residential - Per Dwelling Unit							
Single Family	$ 6,390	$ 8,466	$ 17,519	$ 1,148	$ 3,992	$ 723	$ 31
Multifamily	3,019	3,999	8,276	542	2,787	476	15
Nonresidential - Fee per 1,000 Sq Ft							
Commercial	$ 1,452	$ 1,924	$ 3,468	$ [illegible]0	$ 7,096	$ 542	$ 27
Office	1,897	2,512	4,527	275	5,084	166	23
Industrial	705	934	1,6[illegible]	[illegible]2	3,370	383	3

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Section 3. The beginning and ending bal[illegible]ce of t[illegible] account or fund

The beginning balance is as of July 1, 2022, and [illegible] ending balance is as of June 30, 2023.

Impact Fee Type	Be[illegible] Balance July 1, 2022	Ending Balance June 30, 2023
Admin Fa[illegible]ities	$ 61,446.69	$ 427,692.13
Police Fa[illegible]ties	$ 81,384.29	$ 566,470.42
Parks & Rec[illegible]cilities	$ 146,726.35	$ 1,021,285.86
L[illegible]cilitie	$ 8,882.03	$ 61,820.17
Transporta[illegible]n Fa[illegible]ities	$ 289,810.59	$ 2,040,009.98
Storm Drain[illegible]acilities	$ 32,521.58	$ 231,309.66
[illegible]ver Facili[illegible]es	$ 285.81	$ 1,906.36
Tot[illegible]	**$ 621,057.34**	**$ 4,350,494.58**

Section 4. The amount of fees collected and the interest earned

Fees were collected and interest was earned during July 1, 2022, and the ending June 30, 2023.

Impact Fee Type	Fees Collected	Interest Earned	Total
Admin Facilities	$ 366,245.44	$ 7,765.30	$ 374,010.74
Police Facilities	$ 485,086.13	$ 10,285.02	$ 495,371.15
Parks & Rec Facilities	$ 874,559.51	$ 18,542.81	$ 893,102.32
Library Facilities	$ 52,938.14	$ 1,122.42	$ 54,060.56
Transportation Facilities	$ 1,750,199.39	$ 37,108.53	$ 1,787,307.92
Storm Drain Facilities	$ 198,788.08	$ 4,214.80	$ 203,002.88
Sewer Facilities	$ 1,620.55	$ 34.36	$ 1,654.91
Total	**$ 3,729,437.24**	**$ 79,07[illegible]24**	**$ 3,808,510.48**

Section 5. An identification of each public improvement on which the fees were expended and the amount of the expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

Project No.	Description	Amount Budgeted	Percentage of Project to be Funded	Amount Expended	Percentage of Budget Expended
8238	Facilities Master Plan Study - PD & City	$ 2[illegible],600.00	85.6%	$ 135,610.09	45%
8804	Construction of New 8" VC Sewer Main Extension on Arrow Hwy	[illegible],000.00	20%	14,599.45	22%
	Total	**$ 365,600.00**		**$150,209.54**	

Section 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of the subdivision (a) of Section 66001, and the public improvement remains incomplete.

Although Projects 8238 (Study) and 8804 (Design) initial phase have commenced, the date of construction has yet to be determined.

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Section 7. A description of each inter-fund transfer or loan made from the account or fund, including the public improvement of which the transferred or loaned fees will be expended, and the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

The amount expended for Projects 8238 and 8804 was transferred from Development Impact Fees (Fund 47) to Capital Improvement Program (Fund 48) project expenditure accounts respectively.

Section 8. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds from Development Impact Fee Funds due to insufficient funding or unexpended revenues have occurred.

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City Council Item #21.G.

City of IRWINDALE AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of the 2024 Local Appointments List

City Manager's Recommendation:

Adopt Resolution No. 2023-96-3474 entitled, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2024 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager — Electronically Approved

Prepared by:

Laura Nieto, Chief Deputy City Clerk — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager — Electronically Approved

Background and Analysis:

Government Code Sections 54970-54975 ("the Maddy Act") require municipal agencies to prepare and post a list of appointments of all regular and ongoing boards, commissions, and committees. This list is known as the Local Appointments List.

The Maddy Act was enacted to ensure that members of the public are aware of opportunities to serve on local commissions. The Maddy Act mandates that on or before December 31 of each year, the City Council shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the City Council.

The list must include (a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position; and (b) A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

The Chief Deputy City Clerk will be directed to make the Local Appointments List available to members of the public consistent with the requirements of the Maddy Act, including posting at the City Hall bulletin board, City's website (www.irwindaleca.gov) and the Irwindale Public Library.

Fiscal Impact:

None

Attachments:

1. Resolution No. 2023-96-3474 Annual Appointments

RESOLUTION NO. 2023-96-3474

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2024 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME

WHEREAS, pursuant to the Maddy Act, California Government Code Section 54970 *et seq.,* requires the City Council to prepare a Local Appointments List, which lists all regular and ongoing boards, commissions and committees which are appointed by the City Council; and

WHEREAS, the Local Appointments List is required to be made available to members of the public; and

WHEREAS, the City Council of the City of Irwindale desires to adopt the City of Irwindale's 2023 Local Appointments List, and make the same available to the public.

NOW, THEREFORE, THE CITY COUNCIL OF IRWINDALE DOES RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:

SECTION 1. The Mayor has prepared an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the City Council, the 2024 Local Appointments List, which is attached as Exhibit "A". The City Council has reviewed and approves the List as prepared. The Chief Deputy City Clerk is directed to make the Local Appointments List available to members of the public consistent with the requirements of the Maddy Act, including posting at Irwindale City Hall's bulletin board, City of Irwindale website and the Irwindale Public Library located at 5050 Irwindale Avenue, Irwindale, CA 91706.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Irwindale at a regular meeting held on the 13th day of December 2023.

_____
, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-96-3474 was adopted at a regular meeting of the Irwindale City Council held on the 13th day of December 2023 by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibit "A"

LOCAL APPOINTMENTS LIST
NOTICE OF COMMISSION VACANCIES

NOTICE IS HEREBY GIVEN that the City of Irwindale encourages residents to apply for positions on City Boards, Commissions, and Committees that will have vacancies in 2024. Commissioners are appointed by the City Council, and are volunteers who serve three year terms (Planning Commissioners serve four year terms) beginning January 1 and must reapply after each term.

The following is a complete list of expiring appointed terms for 2024, names of incumbents and the dates of their appointment.

PARKS & RECREATION COMMISSION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
Paula Fraijo	Appointed: 1-8-98 Re-appointed: 12/14/00; 12/16/06; 12/31/06; 12/09/09; 12/12/12; 12/09/15; 12/14/18; 12/8/21	December 31, 2024
Belen Zepeda	December 8, 2021	December 31, 2024

The Parks and Recreation Commission provides policy direction to the City Council in administering the city's parks and recreation programs. The five member body meets on the first Wednesday of each month at 6:00 p.m. in the City Council Chambers.

PLANNING COMMISSION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
There are no vacancies in 2024		

The Planning Commission provides land use policy direction to the City Council. The five member body meets on the third Wednesday of each month at 6:30 p.m. in the City Council Chambers.

SENIOR CITIZEN COMMISSION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
Iris Rodriguez	Appointed: 12/09/09 Re-appointed: 12/12/12; 12/09/15; 12/14/18; 12/8/21	December 31, 2024
Patricia Gonzales	Appointed: 12/8/2021	December 31, 2024

The Senior Citizen Commission provides policy direction to the City Council in administering the city's senior citizen programs. The five-member body meets on the fourth Monday of each month at 9:00 a.m. in the City Council Chambers.

No person shall be eligible for appointment to the any City Commission unless he or she is a resident of the City of Irwindale, age fifty years or older *(for the Senior Citizen Commission only)* and a registered, qualified voter of the City at the time of appointment. At all times during such commissioner's term of office he or she shall continue to be a resident and a registered, qualified voter of the city.

IRWINDALE COMMUNITY FOUNDATION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
Larry G. Burrola (Councilmember)	Appointed: 6/22/22	June 30, 2024
Ruben Tapia (Resident)	Appointed: 6/26/19 Re-appointed: 6/22/22	June 30, 2024
Nathan Romero (Resident)	Appointed: 2/8/23	June 30, 2024
Rosemary Luna (Business Representative)	Appointed: 2/24/21	June 30, 2024
Elizabeth Ramirez (Business Representative)	Appointed 7/8/20 Re-appointed: 7/27/22	June 30, 2024

The Irwindale Community Foundation's specific and primary purpose is to support the City of Irwindale and the residents of the City of Irwindale by providing funding, through grants, donations and corporate support, for community benefits and services to benefit the community.

Laura M. Nieto

Laura M. Nieto, MMC
Chief Deputy City Clerk

Date Posted:

City Council Item #21.H.

City of IRWINDALE
AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Fee Waiver for Use of City Facility for a Four-Day Vote Center for the March 5, 2024 Presidential Primary Election

City Manager's Recommendation:

Adopt Resolution No. 2023-87-3465 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER FOR THE LOS ANGELES COUNTY REGISTRAR RECORDER, WAIVING CITY FACILITY RENTAL FEES FOR A VOTE CENTER FOR THE MARCH 5, 2024 PRESIDENTIAL PRIMARY ELECTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE VOTE CENTER FACILITY USE AGREEMENT FOR THE PRESIDENTIAL PRIMARY ELECTION AND GENERAL ELECTIONS IN 2024, AND VOTE CENTER ELECTION PLAN FOR THE MARCH 5, 2024 PRESIDENTIAL PRIMARY ELECTION".

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager — Electronically Approved

Prepared by:

Laura Nieto, Chief Deputy City Clerk — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager — Electronically Approved

Background and Analysis:

The Los Angeles County Registrar/Recorder will be conducting the Presidential Primary election on Tuesday, March 5, 2024. In prior elections, the outer City Council Chambers had been made available to the County as a voting precinct. The County has implemented a new vote center model, to include multi-day access to voting and new ballot marking devices. Additional protocols related to room size have been established to ensure the continued health and safety of the voters and vote center staff, resulting in the outer City Council Chambers no longer being a viable venue as a vote center.

City staff and representatives from the Los Angeles County Registrar Recorder / County Clerk's office have worked collaboratively to identify a new location for a vote center within the City limits. The Dan Diaz Recreation Center Gymnasium has been identified as the only City facility that meets the County's vote center requirements.

In November 2020, the Dan Diaz Recreation Center Gymnasium was utilized as a vote center with the entire gym floor used for voting equipment and vote center staff. The gym was not open to the public at that time due to state and countywide COVID-19 orders. Because programming has resumed at the facility, and in an effort to cause as minimal disruption as possible, only the west side of the gym floor will be used for the vote center equipment.

The following dates have been tentatively identified by the County in the Vote Center Election Plan and will mean that the west side of the gym floor will be for the exclusive use of the County during this time. While it cannot be guaranteed, staff has expressed to the County that the earliest possible pick up date is preferred. It is expected that there will be approximately 600 vote centers County-wide.

Equipment Delivery & Set Up	Tuesday, February 27, 2024; 8:00AM to 8:00PM
Election Worker Pre-check Day	Friday, March 1, 2024; 12:00PM to 5:00PM
Early Voting Period	Saturday March 2 through Monday, March 4, 2024; 9:00AM to 8:00PM
Election Day	Tuesday, March 5, 2024; 6:00AM to 9:00PM
Vote Center Breakdown & Equipment Pick-up	Saturday, March 09, 2024; 8:00AM to 8:00PM

The County's request to waive facility rental fees meets the criteria for consideration of a fee waiver according to the City of Irwindale's Fee Adjustment Policy by way of serving the public purpose of providing voting accessibility to the community, including the residents of the City of Irwindale, the employees of local businesses who are registered voters in Los Angeles County, and any registered Los Angeles County voter who may wish to utilize the vote center in Irwindale.

The Vote Center Facility Use Agreement and Vote Center Election Plan have been reviewed by the City Attorney's office. It should be noted that the Vote Center Facility Use Agreement includes use of the facility for the Presidential Primary Election in March 2024 and the General Election in November 2024. The Vote Center Election Plan being presented is for the March 5, 2024 Presidential Primary Election only. A separate Plan and fee waiver request for the November 5, 2024 General Election will be presented to the City Council for approval at a later date.

As a public entity, the County is self-insured and has provided a copy of Certificate of Self Insurance Coverage to staff.

Fiscal Impact:

The approval of this item will result in a fee waiver of approximately $ 5,775 (77 hours of use x $75/hour for a non-profit organization). This fee would have otherwise been collected as revenue to the General Fund.

Attachments:

1. 14160 FUA
2. 14160 VC Plan
3. Attachments B and C
4. Resolution No. 2023-87-3465 Fee Waiver, LACRRCC Vote Center
5. March 2024 Fee Adjustment Request
6. Dan Diaz Recreation Center, City of Irwindale, CA

VOTE CENTER FACILITY USE AGREEMENT

Agreement and authorization is granted by **City of Irwindale** ('Host') to the Los Angeles County Registrar-Recorder/County Clerk ('RRCC') for the use of the designated facility space specified below for the March 5, 2024 Presidential Primary Election and the November 5, 2024 General Election:

Dan Diaz Recreation Center - 14160
Gymnasium
16053 Calle De Paseo
Irwindale, CA 91706

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this **21th day of October 2023** and shall expire on November 12, 2024, unless sooner terminated or extended, in whole or in part, as provided in this agreement.

Use of the Facility: Host permits access to the agreed upon designated space during the period identified in the access schedule unless otherwise stated in the Vote Center Election Plan to be completed and mutually agreed upon prior to each and every election.

Facility Requirements: Host will ensure the designated space is free from any activity during the mutually agreed upon Access Schedule included in the Vote Center Election Plan and provide an accessible means of entry pursuant to the American with Disabilities Act (ADA), electricity, air conditioning/heating (if available), and restroom access (if available).

Host will ensure the designated space is free from tables, chairs, electronic equipment, exercise equipment, musical instruments, movable cabinets, appliances and other similar large items prior to the first day of the Access Schedule unless use of existing furniture or equipment is mutually agreed upon by both parties in the Vote Center Election Plan. In the event of rain or roof leaks, Host will provide suitable accessible remedies to ensure a safe egress at the designated voting space or other reasonable accomodations.

Host will remove any floor coverings such as tarps and mats that may potentially cause tripping or injuries. Host will ensure that at times RR/CC is not on premises, access to the designated space is restricted only to those RR/CC has given prior approval.

Host will ensure that any network configuration and technical equipment installed in preparation for the election remains unmodified for the period designated in the access schedule of the Vote Center Election Plan. If changes are made to the network system, the RR/CC must be notified.

Primary Contacts:
The Host's Primary Contact for this Agreement is Laura Nieto, (626) 430-2225 and lnieto@irwindaleca.gov.

The RR/CC's Primary Contact for this Agreement is Jaime Young, Assistant Division Manager, Vote Center Assessment and Recruitment, 12680 Corral Place, Santa Fe Springs, CA 90670, (562) 347-2447, votecenters@rrcc.lacounty.gov.

In addition, Host and RR/CC will designate contacts for both business and weekend/non-business hours related to facility access and technical operations to be included in the Vote Center Election Plan for each election.

Parking Requirements: Host agrees to provide sufficient parking including accessible spaces, a minimum of one space for curbside voting, and a waiver of any parking fees for RR/CC staff and voters.

Public Voting Period: Host agrees to provide RR/CC staff access to the designated space as detailed in the Vote Center Election Plan, unless a revised schedule is mutually agreed upon prior to the specific election.

Promotions and Political Material: Host agrees to remove any political campaign signage or literature and not engage in audible dissemination of electioneering information within 100 feet of the designated voting space or the curbside voting location and not conduct any promotional activity tied to the public voting period without prior authorization from RR/CC.

Termination of the Agreement: Host shall not cancel or change the location outside of a natural disaster or unforeseen building/structural damage. Host and RR/CC stipulate that the novel coronavirus COVID-19 pandemic is excluded as a natural disaster or ground for termination for purposes of this Agreement. RR/CC may at any time and without reason, revoke its request to use the designated facility space. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide certificate upon request.

Indemnity Agreement: Host shall indemnify, defend and hold harmless County, its principals, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the Host, its principals, officers, agents, employees, or volunteers.

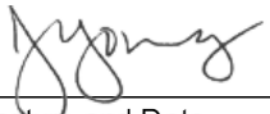
County shall indemnify, defend and hold harmless Host, its principals, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the County, its principals, officers, agents, employees, or volunteers.

Fiscal Provisions: Pursuant to the terms of this Agreement, Host shall provide the RR/CC with access to the designated voting space as reflected in the Vote Center Election Plan at costs calculated on an election-by-election basis and mutually agreed upon in each Vote Center Election Plan.

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK.

IN WITNESS WHEREOF, and executed as the date first written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

Los Angeles County **Registrar-Recorder/County Clerk**	**City of Irwindale**
 10/21/2023	
Signature and Date	Signature and Date
Jaime Young, Assistant Division Manager	
Printed Name and Title	Printed Name and Title

VOTE CENTER ELECTION PLAN
March 5, 2024 Presidential Primary Election

The following constitutes the mutually agreed upon Vote Center Election Plan for the March 5, 2024 Presidential Primary Election by **City of Irwindale** ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RRCC') for the use of the facility space specified below:

Dan Diaz Recreation Center - 14160
Gymnasium
16053 Calle De Paseo
Irwindale, CA 91706

Contact List - Host

Primary Contact Name	Laura Nieto	**Phone #**	(626) 430-2225
Email Address	lnieto@irwindaleca.gov	**Alternate Phone #**	(626) 848-4292
On-Site Access Contact Name	Priscilla Zepeda	**Phone #**	(626) 430-2226
Email Address	pzepeda@irwindaleca.gov	**Alternate Phone #**	(626) 848-4066
Custodial Service Contact Name	Elizabeth Rodriguez	**Phone #**	(626) 430-2211
Email Address	erodriguez@irwindaleca.gov	**Alternate Phone #**	(626) 848-2223
IT Contact Name		**Phone #**	
Email Address		**Alternate Phone #**	
After Hours/Emergency Contact Name	PRISCILLA ZEPEDA	**Phone #**	(626) 430-2226
Email Address	pzepeda@irwindaleca.gov	**Alternate Phone #**	(626) 848-4066

Contact List -RR/CC

Account Manager	Iris Carnero	**Phone #**	(562) 347-2444
Email Address	icarnero@rrcc.lacounty.gov	**Alternate Phone #**	(213) 278-5554

IT Contact Name	Shannon Gadson	**Phone #**	562-462-2826
Email Address	sgadson@rrcc.lacounty.gov	**Alternate Phone #**	562-277-2118
After Hours/Emergency Contact Name	Jaime Young	**Phone #**	562-347-2447
Email Address	votecenters@rrcc.lacounty.gov	**Alternate Phone #**	562-229-8865

Access Schedule

Host has agreed to grant access to the designated voting space for the following dates and times:

Equipment Delivery & Set-Up (exclusive access begins)	February 27, 2024; 8:00AM to 8:00PM
Election Worker Pre-check Day	March 1, 2024; 12:00PM to 5:00PM
Early Voting Period	March 2-4, 2024; 9:00AM to 8:00PM
Election Day	March 5, 2024; 6:00AM to 9:00PM
Vote Center Breakdown & Equipment Pick-up (exclusive access ends)	March 09, 2024; 8:00AM to 8:00PM

A deployment schedule for vote center equipment delivery/set-up and breakdown/pick-up is tentatively scheduled for the above dates**.** RR/CC will contact Host within two weeks of the equipment delivery & set-up date to confirm access to the designated space. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC.

During the public voting period, RR/CC staff shall have access to the designated space during the dates and times listed above.

Voting hours are from 10:00AM to 7:00PM during the Early Voting Period and 7:00AM to 8:00PM on Election Day. Host acknowledges that public voting hours may be extended due to long lines. Pursuant to California Elections Code, any voter in line at the time of closing shall be provided the opportunity to receive and cast a ballot.

The contact persons and the phone numbers must be reachable during the period identified in the Access Schedule.

Health and Safety Plan

The Safe Election Plan (Attachment B) describes how RR/CC will ensure that public health guidelines are adhered to in all vote centers across LA County from the beginning of equipment set-up, during the voting period, and through the breakdown of the vote center. Specific Responsibilities (Attachment A) outlines the expectations for RR/CC and facility staff in maintaining the cleanliness of the vote center and to safeguard the health of voters, election workers, and facility staff/users.

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit voting traffic to the mutually agreed upon areas. Host agrees to provide an accessible means of entry, sufficient parking including accessible spaces, and a minimum of one space for curbside voting. Consistent with the Host's obligation to provide access compliant with the American with Disabilities Act (ADA), reasonable accommodations will be facilitated.

Voting Space (Check one and write your Initials to acknowledge):

☐ The items in the designated voting space/s will be free from tables, chairs, printers, electronic equipment, exercise equipment, musical instruments, movable cabinets, appliances, and other large items prior to the set-up day.
Host Initials: _____

☐ The items specified below may be left in the designated voting space/s as mutually agreed upon by both RR/CC and Host.

_____

Host Initials: _____ ***RR/CC Initials***: _____

Floor Coverings (Check one and write your Initials to acknowledge):

☐ The designated voting space/s will be free from any floor coverings such as tarps and mats that may potentially cause tripping or injuries prior to the set-up day.
Host Initials: _____

☐ The floor covering below may be used/remain in place in the designated voting space.

_____

Host Initials: _____ ***RR/CC Initials***: _____

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (check all that apply):

☐ On-site staff will open and lock the facility on days noted in the Access Schedule.

☐ Facility key or key card, alarm code or access badge will be provided to RR/CC staff for direct access to the voting area. The Host authorizes the use of a lockbox during the period identified in the Access Schedule to secure the key/key card on the premises. The placement of this lockbox shall be mutually agreed upon.
Host Initials: _____ ***RR/CC Initials***: _____

☐ Parking permits will be provided to RR/CC staff.

Internet Connection (Check one and write your Initials to acknowledge):

☐ Host agrees to provide hardwire connection (hardline, LAN) at the start of the period identified in the Access Schedule. An active data port will be available and security passwords (if any) will be provided to RR/CC staff.
Host Initials: _____

☐ Host will not provide hardwire connection at the start of the Access Schedule.
Host Initials: _____

Private Facility Use Payment (Check one and write your Initials to acknowledge):

☐ Host agrees to waive any payment for use of the facility.
Host Initials: _____

☐ RR/CC agrees to pay Host for use of the facility in the amount of $_____. This payment covers all associated and incidental costs including, but not limited to, staff and custodial fees, hired security fees, cleaning fees and purchase of items, etc. used during the period identified in the Access Schedule. Private facilities must provide their W-9 to RR/CC before payment is processed. The payee name and mailing address is based on the information from the W-9.
Host Initials: _____

Public Facility Use Payment (Check one and write your Initials to acknowledge):

☐ Host agrees to waive any and all payments for use of the facility pursuant to the California Elections Code.
Host Initials: _____

☐ By mutual agreement, the RR/CC agrees to pay reasonable costs for staff hours and custodial costs incurred during the Access Schedule. An official invoice containing Agency letterhead must be submitted to RR/CC within 60 days after the election showing the breakdown of costs.
Host Initials: _____

Other Costs

In the event that any unforeseen additional cost or fees are incurred by Host in connection with RR/CC's access to the designated voting space, Host shall notify RR/CC in advance of said fees/costs. Host shall provide RR/CC with detailed invoices of said costs. If practicable, a negotiated amendment shall be executed between Host and RR/CC to reflect such costs.

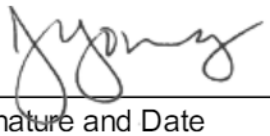
Electronic Signatures

The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE ELECTION PLAN APPLIES ONLY TO ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

Los Angeles County
Registrar-Recorder/County Clerk



10/21/2023
Signature and Date

Jaime Young, Assistant Division Manager
Printed Name and Title

City of Irwindale

Signature and Date

Printed Name and Title

ATTACHMENT A

SPECIFIC RESPONSIBILITIES

LA County RR/CC staff is responsible for:

- Disinfecting the surfaces of all voting equipment including, but not limited to, the Ballot Marking Devices, electronic pollbooks, and central ballot box after voter use.
- Placing mitigation items such as signs, cones, mats, door stops, etc. to maintain the most accessible path to and from the voting area.

Facility staff is responsible for:

- Daily/frequent cleaning of the restrooms.
- Daily/frequent trash pick-up.
- Providing a space outside of the vote center for curbside voting.
- Allowing RR/CC staff to place mitigation items such as signs, cones, mats, door stops, etc. to maintain the most accessible path to and from the voting area.
- Provide additional signage, if needed, to direct voters to the vote center.

Additional consideration:

- Wherever feasible, doors and windows should be open during hours where election workers are present to increase airflow.

ATTACHMENT B

LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

SAFE ELECTION PLAN

The Los Angeles County "Safe Election Plan" aligns with the latest best practices to prevent illnesses such as COVID-19, flu, and colds. These were developed in consultation with relevant health authorities using the best public health information available.

Vaccination

Election Workers will be encouraged to stay up to date with their vaccines and boosters.



Masks



- Optional face masks will be available for voters.
- Optional face masks and N95 masks will be available for Election Workers.
- The RR/CC will follow current mask rules and public health guidelines, such as return-to-work guidelines for individuals who are recovering from a COVID-19 case.

Hygiene



- Hand sanitizer will be available for voters and workers.
- The importance of hand washing and sanitizing will be emphasized in Election Worker training.

Cleaning



- Cleaning of ePollbooks, Ballot Marking Devices (BMDs), and other frequently used surfaces in the Vote Center.

Ventilation



- Doors and windows will be propped open, when possible, to increase fresh, outdoor air.

Limit exposure to sick and exposed persons



- Election Workers with COVID-19 cases will be excluded from the Vote Center until they meet public health return-to-work guidelines.
- Election Workers returning to the Vote Center after a COVID-19 case will follow public health guidelines to wear a well-fitting mask through day 10.
- Election Workers with close contact exposure will follow current DPH masking and testing requirements.

Ongoing aspects of the voting process that also support COVID-19 prevention.



- All voters are provided a VBM ballot and have the option to vote from home.
- All voters are encouraged to take measures to speed up their election process, which limits their time in the Vote Center. These include verifying voter registration in advance, using the Interactive Sample Ballot (ISB) to pre-mark selections, and bringing their Sample Ballot to speed up the voter check-in.
- BMDs are spaced out to support privacy and accessibility.
- Vote Center layouts use one-directional traffic flow when possible.
- All voters are encouraged to take advantage of early voting and voting at off-peak times if possible.

LAVOTE.GOV

voterinfo@rrcc.lacounty.gov

Rev 09/23

ATTACHMENT C

Voting Space

The space/s must be free from tables, chairs, printers, electronic equipment, exercise equipment, musical instruments, movable cabinets, appliances and other similar large items as shown in the pictures below.



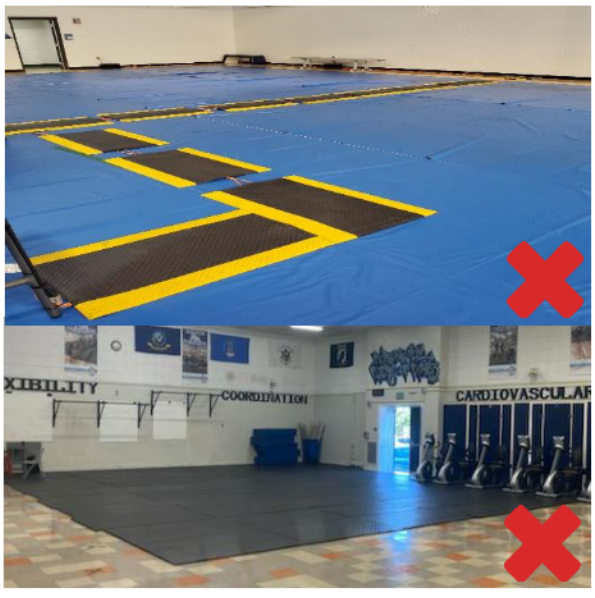


Floor Coverings

The space/s must be free from any floor coverings such as tarps and mats that may potentially cause tripping or injuries as shown in the pictures below.







RESOLUTION NO. 2023-87-3465

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER FOR THE LOS ANGELES COUNTY REGISTRAR RECORDER, WAIVING CITY FACILITY RENTAL FEES FOR A VOTE CENTER FOR THE MARCH 5, 2024 PRESIDENTIAL PRIMARY ELECTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE VOTE CENTER FACILITY USE AGREEMENT FOR THE PRESIDENTIAL PRIMARY ELECTION AND GENERAL ELECTIONS IN 2024, AND VOTE CENTER ELECTION PLAN FOR THE MARCH 5, 2024 PRESIDENTIAL PRIMARY ELECTION

WHEREAS, the Los Angeles County Registrar Recorder will be conducting the Presidential Primary Election on Tuesday, March 5, 2024 and the General Election on November 5, 2024; and

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

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

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

WHEREAS, City staff and County representatives identified the Dan Diaz Recreation Gymnasium as the only City facility that meets the required specifications for a vote center; and

WHEREAS, equipment delivery, set up and breakdown are tentatively proposed to commence and conclude on Tuesday, February 27, 2024 and Saturday, March 9, 2024, respectively; and

WHEREAS, the City of Irwindale will be hosting a four-day vote center period beginning Tuesday, February 27, 2024 through and including Saturday, March 9, 2024 at the Dan Diaz Recreation Gymnasium; and

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

NOW, THEREFORE, the City Council of the City of Irwindale, California, does hereby resolve, determine, and order as follows:

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

Section 2. The City Council hereby waives the rental fee of $5,775 (77 hours of use x $75/hour for non-profit organizations) for the Dan Diaz Recreation Gymnasium for use as a four-day vote center period beginning Saturday, March 2, 2024 through and including Tuesday, March 5, 2024, with equipment delivery and set up, and breakdown to commence and conclude Tuesday, February 27, 2024 and Saturday March 9, 2024, respectively. The City Council hereby finds that waiving the fee of $5,775 for the City facility rental serves the valid public purpose of providing safe voting accessibility to the community including the residents of the City of Irwindale, the employees of local businesses who are registered voters in Los Angeles County, and any registered Los Angeles County voter who may wish to utilize the flex vote center in Irwindale.

Section 3. The City Manager is hereby authorized to execute the Vote Center Facility Use Agreement for the Presidential Primary Election and General Elections to be conducted in 2024; and the Vote Center Election Plan for the March 5, 2024 Presidential Primary Election.

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

PASSED, APPROVED and **ADOPTED** this ____ day of December 2023.

_____
Mayor

ATTEST

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-87-3465 duly adopted by the City Council of the City of the City of Irwindale, at a regular meeting held on the ___ day of December 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE

FEE ADJUSTMENT POLICY FOR CITY RENTAL FACILITIES

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

I. ADJUSTMENTS ARE AVAILABLE FOR THE FOLLOWING FEES

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

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

II. CRITERIA FOR CONSIDERATION

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

1. Applicants for fee waivers or reductions must be:

   a. Resident of Irwindale; or

   b. Recognized by the Internal Revenue Service as a not-for-profit organization or charitable organization organized primarily for veteran, patriotic, welfare, civic betterment, religious or charitable purposes, which has a principal and permanent meeting place, office, or place of worship within the City , and has

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

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

    a. A financial hardship exists as follows:

        1. For an individual resident, a financial hardship may include, but not be limited to, an unexpected need of assistance arising from illness, casualty loss, or other such unforeseeable occurrence, or difficulty paying essential costs to provide for the individual's health and welfare based on income; and

        2. For a non-profit organization, a financial hardship may include a significant portion of annual revenues dedicated towards the use of the facility.

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

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

            1. Supports civic or community programs for the City's residents or businesses; or,

            2. Provides financial assistance to the City's residents or businesses.

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

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

III. PROCESS FOR CONSIDERATION

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

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

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

OFFICE USE ONLY:

Received By: _____

Date: _____

CITY OF IRWINDALE

APPLICATION FOR FEE ADJUSTMENT OF CITY RENTAL FACILITIES

APPLICANT Los Angeles County Registrar Recorder

☐ Resident ☐ Not-for-Profit Organization*

ADDRESS 12400 Imperial Highway, Norwalk, California

TELEPHONE 562-229-8865 e-mail: votecenter@rrcc.lacounty.gov

CITY RENTAL FACILITY: Dan Diaz Recreation Center

FEE(S) REQUESTING TO BE WAIVED: Rental Fees

STATEMENT OF FINANCIAL HARDSHIP AND PUBLIC PURPOSE:

This waiver is requested so that the Dan Diaz Recreation Center can be utilized as a 4-day vote center for the March 5, 2024 Presidential Primary Election. The public purpose is served as the vote center will facilitate the commuity's ability to vote over a 4-day period, as well as having a venue to securely drop off their vote by mail ballots.

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

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

See Vote Center Facility Use Agreement

Applicant Signature

Date

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

COUNTY OF LOS ANGELES

CERTIFICATE OF SELF-INSURANCE COVERAGE

11-02-2023

PRODUCER/INSURED

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

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

ENTITIES AFFORDING COVERAGE

COUNTY OF LOS ANGELES	PARTICIPATION 100%

COVERAGES

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

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
☒ Commercial General Liability	Self Insured	11/06/2023	11/06/2024	Occurrence Amount - $2,000,000 Aggregate Amount - $4,000,000
☒ Automobile Liability	Self Insured	11/06/2023	11/06/2024	Occurrence Amount - $1,000,000 Aggregate Amount - $2,000,000
☒ Property Liability	Self Insured	11/06/2023	11/06/2024	Occurrence Amount - $2,000,000 Aggregate Amount - $4,000,000
☒ Workers' Compensation and Employers Liability	Self Insured	11/06/2023	11/06/2024	Occurence Amount - Statutory Statutory aggregate

DEPARTMENT OF OPERATIONS/LOCATIONS

County Department	**Registrar-Recorder/County Clerk**
Facility Use Agreement	2024 Presidential Primary Election

Certificate Holder

Dan Diaz Recreation Center, City of Irwindale

16053 Calle De Paseo
Irwindale, CA, 91706

CANCELLATION

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

BY: 

STEVE ROBLES, COUNTY RISK MANAGER

City Council Item #21.I.

City of IRWINDALE AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Contract Approval - Placeworks Amendment #1

City Manager's Recommendation:

That the City Council approve the attached contract Amendment No. 1 with PlaceWorks, Inc. for the preparation of an Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 13620 Live Oak Lane, Irwindale, CA 91706.

Administrative Action:

Submitted by:

Marilyn Simpson, Community Development Director — Electronically Approved

Prepared by:

Brandi Jones, Senior Planner — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager — Electronically Approved

Background and Analysis:

On October 26, 2022, the City Council approved an Agreement for Professional Contract Services with Placeworks, Inc. ("Contract") for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for a proposed project at 13620 Live Oak Lane. The project includes a Specific Plan to develop an industrial business park with up to three (3) industrial buildings and an optional Battery Energy Storage System (BESS) operation.

The Contract stated that the Consultant shall commence the service upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance", in no event to exceed October 23, 2023. However, due to the multiple factors such as additional CEQA analysis for transportation and air quality/GHG, Specific Plan revisions, site plan revisions, and additional cumulative project analysis, the timeline to complete the project has been delayed and the term of the contract needs to be extended in order for the Consultant to complete its services under the Contract.

A revised Term and Schedule of Performance has been included in Amendment No. 1 as Exhibit "D", with an expected completion date in May 2024.

In addition to the time extension, the contract amount requires amendment to complete additional tasks that are beyond the original contract scope:

- EIR revisions to reflect changes in the Project Description (addition of 15,000 SF office space).
- Updated graphics to reflect Specific Plan changes.
- Updated technical analyses to reflect project changes, including traffic study, air quality/GHG and Health Risk Assessment modeling.
- Response to applicant and City legal comments on the Screencheck EIR.
- Attendance at additional meetings as requested by the applicant.
- Additional project management efforts related to an extension of the project schedule and ongoing project changes.

The original contract was approved for $409,540.00. The additional cost for the above-noted tasks is $41,206.00 for a new contract totaling $450,746.00.

Fiscal Impact:

The entire cost for this consultant's work will be covered by the Applicant/Developer, KP Irwindale Owner, LLC . The City's General Fund will not be impacted. The applicant has agreed to reimburse the City 100% of all costs and expenses incurred by the City by providing a deposit account pursuant to the reimbursement between the City and KP Irwindale Owner, LLC.

Attachments:

1. PlaceWorks Contract Svcs Agmt - PlaceWorks Amendment No. 1 FINAL

AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND PLACEWORKS, INC. (PLACEWORKS)

THIS AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT (herein "Amendment No. 1") is made and entered into this 13th day of December 2023, by and between the City of Irwindale, a California municipal corporation ("City"), and PlaceWorks, Inc., a California corporation ("Consultant" or "PlaceWorks"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. The City and Consultant entered into that certain Contract Services Agreement (herein "Agreement") dated October 26, 2022, for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for the future buildout of up to three (3) speculative industrial buildings and an optional battery energy storage system, as those terms are defined in the Agreement.

B. The Agreement established a Contract Sum of FOUR HUNDRED AND NINE THOUSAND AND FIVE HUNDRED AND FORTY DOLLARS ($409,540.00).

C. Pursuant to Section 1.9 of the Agreement, any increase in compensation up to ten percent (10%) of the Contract Sum or $25,000 may be approved by the Contract Officer. Any increase in compensation exceeding $25,000 must be approved by the City Council. The City Council has approved this amendment to the Agreement pursuant to Section 1.9.

D. By this Amendment No. 1, City and Consultant desire to amend the Agreement in accordance with the provisions of Section 2.1 of the Agreement to increase in the Contract Sum from $409,540.00 to $450,746.00.

E. By this Amendment No. 1, City and Consultant desire to amend the Agreement in accordance with the provisions of Section 3.2 of the Agreement to account for a revised Schedule of Performance.

F. By this Amendment No. 1, City and Consultant desire to amend the Agreement in accordance with the provisions of Section 3.4 of the Agreement to account for a revised Term.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.1 of the Agreement, entitled "Contract Sum" shall be amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

"2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~FOUR HUNDRED AND NINE THOUSAND AND FIVE HUNDRED AND FORTY DOLLARS ($409,540.00)~~ ***FOUR HUNDRED AND FIFTY THOUSAND AND SEVEN HUNDRED AND FORTY-SIX DOLLARS ($450,746.00)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9."

2. Section 3.2 of the Agreement is hereby amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

"3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D"***, dated November 20, 2023*** and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the "Schedule of Performance" may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively."

3. Section 3.4 of the Agreement is hereby amended to read its entirety as follows (added text shown in ***bold italics***, and deleted text shown in ~~strikethrough~~):

"3.4 Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~one (1)~~ ***two (2)*** years from the date hereof, except as otherwise provided in the "Schedule of Performance" (Exhibit "D").

4. Exhibit "A" to the Agreement is hereby amended to incorporate Amendment No. 1 to the Scope of Services, attached hereto as Exhibit "A." Whenever the term "Scope of Services" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 to the Scope of Services.

5. Exhibit "B" to the Agreement entitled "Special Requirements" shall remain unchanged.

6. Exhibit "C" of the Agreement entitled "Schedule of Compensation" shall be substituted and superseded in its entirety with the "Schedule of Compensation contained in Exhibit "C" attached hereto.

7. Exhibit “D” of the Agreement entitled “Schedule of Performance/Timeline” shall be substituted and superseded in its entirety by the “Schedule of Performance/Timeline” dated November 20, 2023, contained in Exhibit “D” attached hereto.

8. Full Force and Effect. Except as expressly modified herein, all other provisions of the Agreement shall remain unmodified and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

9. Corporate Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

PLACEWORKS, INC., a California corporation

By:_____
Name: Keith McCann
Title: CEO
Address: 3 MacArthur Place,
Suite 1100
Santa Ana, CA 92707

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"

AMENDMENT NO. 1 SCOPE OF SERVICES
NOVEMBER 20, 2023

The following scope of work details the additional work covered in this contract amendment and is organized per the tasks in our original approved contract with the City dated October 26, 2022 (proposal updated August 31, 2022). Table 1, *Cost Estimate Summary,* includes a request to redistribute fees between some tasks as well as a request for additional fees for the out of scope work as described below.

TASK 1. PROJECT INITIATION
This task has been completed and no additional fees are requested.

TASK 2. NOTICE OF PREPARATION AND SCOPING MEETING

Task 2.1 Notice of Preparation
This task was completed but the budget exceeded the cost estimate. A fee transfer among tasks is requested to cover the overage (see Table 1)

Task 2.2 Scoping Meeting
This task was completed but the budget exceeded the cost estimate. A fee transfer among tasks is requested to cover the overage (see Table 1).

TASK 3. DRAFT EIR

Task 3.1 Administrative DEIR
With the exception of Chapter 7, *Project Alternatives,* and Chapter 1, *Executive Summary,* the Administrative DEIR has been completed and posted to the project's One Drive for City and applicant review. The remaining chapters (Alternatives and Executive Summary) will be updated in conjunction with the revisions and updates required for the Screencheck DEIR (see Task 3.2) and will reflect the project description changes. No additional fees are requested for this task.

Task 3.2 Screencheck DEIR
The Screencheck DEIR is under preparation and upon submittal will reflect the updated project description (per the applicant, an additional 15k SF of office space), revisions per the updated Specific Plan, and revisions to respond to City and applicant comments. The revisions will include updating numerous EIR graphics as provided by the applicant and included in the Specific Plan as updated September 2023. The Screencheck DEIR will also reflect updated AQ/GHG/HRA and traffic modeling as included in Tasks 7 and 8.

The approved scope for this task assumed PlaceWorks would revise the Administrative DEIR to respond to one set of consolidated review comments from the City. The comments received were provided as one set of consolidated comments but include

comprehensive, detailed comments from the project applicant team, including their engineer and counsel. Our effort to respond to these comments exceeded the estimated budget. Moreover, we are still pending additional City comments, including the City's counsel comments. The cost estimate provided in Table 1 may need to be augmented if new comments received by the City require substantial revisions and/or additional technical analysis.

Task 3.3 Public Review DEIR
This task has not been initiated and there is no change to the cost estimate.

TASK 4. FINAL EIR

4.1 Administrative FEIR (Response to Comments and Revisions to Draft EIR)
This task has not been initiated and there is no change to the cost estimate.

4.2 Screencheck FEIR
This task has not been initiated and there is no change to the cost estimate.

4.3 Mitigation Monitoring and Reporting Program
This task has not been initiated and there is no change to the cost estimate.

4.4 Findings of Facts and Statement of Overriding Considerations
This task has not been initiated and there is no change to the cost estimate.

4.5 Notice of Determination
This task has not been initiated and there is no change to the cost estimate.

TASK 5. CITY STAFF COORDINATION MEETINGS, COMMUNITY MEETING, AND PUBLIC HEARINGS
Our approved scope of work includes participation in up to 4 meetings in addition to the kick-off meeting and scoping meeting. To date, we have attended 7 meetings, and the City and applicant have requested that we attend weekly coordination meetings through the project's duration. Based on an estimated approval of mid-May and an assumption that we will not attend meetings during the DEIR public review period, the updated cost estimate includes our attendance at a total of 12 more meetings (and also includes 3 meetings we have already attended not included in our original scope). Our cost estimate assumes that our Project Manager, JoAnn Hadfield, will attend all meetings, and that Dina El Chammas Gass, Assistant PM, or a technical specialist will attend ½ of the remaining meetings.

We have not changed the assumptions for our participation in public hearings (2 public hearings). Additionally, our scope includes attendance at a community meeting.

TASK 6. PROJECT MANAGEMENT

We are requesting additional fees to cover project management efforts associated with an extended schedule that has been beyond PlaceWorks' control. Our approved scope of work is based on a 12-month project schedule. Currently, we estimate project approval in May 2024, which will represent an additional 5 months in comparison to our original estimate. The hours are based on the same assumptions as used in our original cost estimate (5 hours/month for our Project Manager and 2 hours/month for our Assistant Project Manager).

TASK 7. PLACEWORKS TECHNICAL STUDIES

7.1 Air Quality and Greenhouse Gas Emissions Analyses

The additional fees required for AQ/GHG analyses are required for updated modeling and text revisions to reflect project changes by the applicant (an additional 15k SF of office space)). The updated modeling will also incorporate new information regarding fuel pumps and generators.

7.2 Energy

Required updates to the Energy analysis and EIR section have been incorporated in the other technical analyses estimates.

7.3 Construction Health Risk Assessment

No changes are required to this task.

7.4 Operational Health Risk Assessment

The updated cost estimate for this task is required to address the change in the project description.

7.5 Cultural and Paleontological Records Search

There are no changes to this task.

7.6 Noise and Vibration Analysis

PlaceWorks' noise manager resigned during the preparation of the Irwindale Gateway EIR. To avoid delaying the schedule, we coordinated with the City and retained Urban Crossroads to prepare the Noise analysis. This change was approved and no time was lost. The fee transfers among tasks/consultants reflects this change. No additional fees are required for the project description changes.

TASK 8. TRAFFIC IMPACT ANALYSIS: ITERIS

8.1 Project Management, Project Initiation, Scope Refinement, and Data Collection

There is no change to this task.

8.2 Traffic Analysis
The effort required to update the traffic analysis per the project description change is included as a new Task 8.5. There are no changes to this task.

8.3 CEQA Analysis
The effort required to update the traffic analysis per the project description change is included as a new Task 8.5. There are not changes to this task.

8.4 Response to Comments
There is no change to this task.

8.5 Revised Land Use – Add On
Iteris will update the traffic analysis as required to reflect an additional 15,000 square feet of office space, including analysis and text.

TASK 9. TECHNICAL STUDIES PEER REVIEW

9.1 Phase I Environmental Site Assessment and Geotechnical Study
The effort originally anticipated for this task was not required for the project. A new Phase 1 ESA was not required because the Operations Plan for the onsite landfill was already approved by the RWQCB. The fees for this task, therefore, have been redistributed to other tasks, primarily the preparation of the Screencheck EIR.

9.2 Hydrology and Water Quality
No additional fees are required for this task.

9.3 Sewer and Utility Studies
No additional fees are required for this task.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

	TASK	APPROVED CONTRACT AMOUNT	AMT INVOICED THRU OCTOBER 2023	REMAINING CONTRACT	REQUESTED TASK TRANSFERS	REQUESTED ADDITIONAL FEES	TOTAL CONTRACT W/AMENDMENT
1	**PROJECT INITIATION**	**$13,729**	**$10,641**	**$3,088**	**-3088**	**0**	**10,641**
2	**NOP & SCOPING MEETING**						
	2.1 NOP	2,938	6,160	-3,222	+3,222	0	6,160
	2.2 Scoping Meeting	3,907	4,441	-534	+534	0	4,441
	Subtotal Tasl 2:	**6,845**	**10,601**	**-3,756**	**+3,756**	**0**	**10,601**
3	**DRAFT EIR**						
	3.1 Admin DEIR	108,839	108,937	-98	0	0	108,839
	3.2 Screencheck EIR	14,188	14,721	-533	+15,724	12,209	42,121
	3.3Public Review DEIR	8,884	0	8,884	0	0	8,884
	Subtotal Task 3:	**131,911**	**123,658**	**8,253**	**+15,7246**	**12,209**	**159,844**
4	**FINAL EIR**						
	4.1 Admin FEIR	15,473	0	15,473	0	0	15,473
	4.2 Screencheck FEIR	3,631	0	3,631	0	0	3,631
	4.3 MMRP	1,499	0	1,499	0	0	1,499
	4.4 FOF and SOC	5,692	0	5,692	0	0	5,692
	4.5 NOD	612	0	612	0	0	612
	Subtotal Task 4:	**26,907**	**0**	**26,907**	**0**	**0**	**26,907**
5	**COORD MTGS, COMMUNITY MTGS, PUBLIC HEARINGS**	**10,955**	**7,961**	**2,994**	**0**	**5,498**	**16,453**
6	**PROJECT MANAGEMENT**	**18,972**	**18,604**	**368**	**0**	**7,992**	**26,964**
7	**PLACEWORKS TECHNICAL STUDIES**						
	7.1 AQ/GHG	26,270	26,146	124	0	6,783	33,053
	7.2 Energy	4,682	4,819	-137	0	0	4,862
	7.3 Construction HRA	10,598	10,621	-23	0	0	10,598
	7.4 Operational HRA	14,979	14,980	1	0	3,137	18,116
	7.5 Cultural and Paleo	1,800	1,689	111	0	0	1,800
	7.6 Noise and Vibration	22,501	3,147	19,354	-19,354	0	3,147
	Subtotal Task 7:	**80,830**	**61,404**	**19,426**	**-19,354**	**9,920**	**71,396**
8	**TRAFFIC IMPACT – ITERIS**	**84,051**	**69,267**	**14,784**	**0**	**5,588**	**89,639**
9	**TECHNICAL STUDIES PEER REVIEW**						
	9.1 Phase 1 ESA and Geotech Study	8,951	0	8,951	-8,951	0	**0**
	9.2 Hydro/WQ	1,897	1,933	-36	+36	0	**1,933**
	9.3 Sewer and Utility Study	2,846	2,259	587	-586	0	**2,260**
	Subtotal Task 9:	**13,694**	**4,192**	**9,502**	**-9,501**	**0**	**4,193**
10	**NOISE/VIBRATION -URBAN CROSSROAD**	**0**	**10,072**	**-10,072**	**12,463**	**0**	**12,463**

TASK	APPROVED CONTRACT AMOUNT	AMT INVOICED THRU OCTOBER 2023	REMAINING CONTRACT	REQUESTED TASK TRANSFERS	REQUESTED ADDITIONAL FEES	TOTAL CONTRACT W/AMENDMENT
TOTAL LABOR	**387,894**	**316,401**	**71.493**	**0**	**41,207**	**429,101**
Reimbursables	21,647	1,794	19,853	0	0	21,467
GRAND TOTAL	**$409,540**	**318,195**	**91,346**	**- 0**	**41,206**	**450,746**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE/TIMELINE

UPDATED SCHEDULE WILL BE PLACED ON THE DAIS AT THE DECEMBER 13, 2023 MEETING.

City Council Item #21.J.

City of IRWINDALE AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Project Reimbursement Agreement - KP Irwindale Owner, LLC

City Manager's Recommendation:

That the City Council approve the attached Amended and Restated Project Reimbursement Agreement with KP Irwindale Owner, LLC for the reimbursement of costs associated with processing and negotiating permits, entitlements and proposed Conditions of Approval of the Project, including all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as Lead Agency and costs incurred by the City's Attorney's office.

Administrative Action:

Submitted by:

Marilyn Simpson, Community Development Director — Electronically Approved

Prepared by:

Brandi Jones, Senior Planner — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager — Electronically Approved

Background and Analysis:

On October 26, 2022, the City and the Applicant entered into a Project Reimbursement Agreement. KP Irwindale Owner, LLC the Applicant, submitted a request for the adoption of a specific plan, which would guide the development of three (3) speculative industrial buildings totaling and an optional battery energy storage system for property located at 13620 Live Oak Lane (APNs: 8532-002-035 and -042), in the M-2 (Heavy Manufacturing) zone (Project). The applications include requests for a General Plan Amendment (Map) including adoption of a Specific Plan, Zone Change, Site Plan and Design Review (DA), Tentative Parcel Map and the environmental analysis, which is required under the California Environmental Quality Act (CEQA) for land use entitlements. The City contracted Placeworks, Inc. to conduct the environmental analysis under CEQA. Pursuant to the original Project Reimbursement Agreement, KP Irwindale Owner, LLC paid the City a lump sum deposit in the amount of $571,211.20, which was the City's best estimate of the Applicant's obligation with respect to the expenses to be incurred by the City in processing the Project. Due to the multiple factors such as additional CEQA analysis required for transportation and air quality/GHG, Specific Plan revisions, site plan revisions, and additional cumulative Project analysis, the estimated amount of reimbursable costs and expenses the City will incur has increased by $41,206.00, requiring a second deposit by the Applicant to cover the increased costs. The amended contract with Placeworks, Inc. for these services is being considered separately by the City Council and will be funded by the Developer through the Amended and Restated Project Reimbursement Agreement.

The subject Amended and Restated Reimbursement Agreement, which is attached for consideration, will reimburse the City for any fees incurred from consultants and attorneys as the City may require to process and negotiate permits, entitlements and proposed Conditions of Approval of the proposed project. It will also reimburse the City for the environmental consultant and CEQA review. Additionally, the attached Amended and Restated Agreement will provide the City the ability to request supplemental deposits from the Applicant, if the actual expenses incurred exceed what was estimated.

Staff is therefore recommending that the City Council approve the proposed Amended and Restated Project Reimbursement Agreement with KP Irwindale Owner, LLC.

Fiscal Impact:

The City’s General Fund will not be impacted. The Applicant will provide a deposit of $41,206.00 to cover 100% of the additional cost for the consultant’s work.

Attachments:

1. PlaceWorks Project Reimbursement Agreement Amendment No. 1 FINAL

AMENDED AND RESTATED

PROJECT REIMBURSEMENT AGREEMENT

THIS PROJECT REIMBURSEMENT AGREEMENT (this "Agreement") is made as of December 13, 2023, by and between the City of Irwindale, a California municipal corporation ("City"), and KP Irwindale Owner, LLC, ("Developer").

RECITALS

A. Developer has submitted to City an application for a Specific Plan to guide the development of three (3) speculative concrete tilt-up light industrial buildings and an optional battery every storage system at 13620 Live Oak Lane, in the City of Irwindale, California ("Project"). As part of the original application, on October 26, 2022, the City and KP Irwindale Owner, LLC entered into a Project Reimbursement Agreement to provide for the reimbursement of the City by KP Irwindale Owner, LLC, for certain expenses to be incurred by City in undertaking review of the Project.

C. Pursuant to California Environmental Quality Act ("CEQA"), the Project must be reviewed by City for potential additional environmental impacts. Environmental analysis is required under CEQA for land use entitlements. An Initial Study was be prepared, as part of the preparation of an Environmental Impact Report ("EIR"), for the Project. City will retain the services of outside consultants due to the nature and scope of the Project.

D. Certain costs and expenses incurred by the City have increased, resulting in the need for City and Developer to enter into this Agreement to provide for the reimbursement of City by Developer for certain expenses to be incurred by City in undertaking the review of the Project pursuant to CEQA and preparation of the appropriate agreements to undertake the Project.

E. City and Developer desire to enter into this Agreement for the purpose of establishing the rights and responsibilities of each party with respect to the processing of Developer's application for the Project, the preparation of the EIR for the Project and the reimbursement of the costs associated therewith.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Application Processing.

City shall diligently process Developer's application for the Project in

compliance with applicable laws, and shall cause to be prepared an EIR for the Project in compliance with the CEQA (California Public Resources Code Section 21000 *et* seq.) and regulations promulgated pursuant thereto. Developer acknowledges that this Agreement does not constitute a commitment by City to take any particular action either in favor of or against the merits of Developer's application.

2. Payment.

A. Developer agrees to reimburse City in full for all costs and expenses incurred by City (a) pursuant to the agreement for contract services (the "Consultant Agreement") between City and Placeworks, Inc. ("CEQA Consultant"), the consultant selected by City to prepare the environmental documents necessary for the Project; and (b) pursuant to any contract (collectively, the "Contracts") between City and other consultants and attorneys (collectively, the "Additional Consultants") as City may require to process and negotiate permits, entitlements and proposed conditions of approval of the Project, (collectively, the "Expenses").

B. Pursuant to the original Project Reimbursement Agreement, KP Irwindale Owner, LLC paid a lump sum deposit in the amount of FIVE HUNDRED AND SEVENTY ONE AND TWO HUNDRED AND ELEVEN DOLLARS AND TWENTY CENTS ($571,211.20) ("First Deposit"). The City's best estimate of Developer's ultimate obligation hereunder with respect to the expenses incurred on the Project is the amount of SIX HUNDRED AND TWELVE THOUSAND AND FOUR HUNDRED AND SEVENTEEN THOUSAND AND TWENTY CENTS ($612,417.20). Developer shall pay a lump sum deposit of the outstanding balance of FORTY ONE THOUSAND AND TWO HUNDRED AND SIX DOLLARS ($41,206.00) (“Second Deposit”) within five (5) days of the City's approval of this Agreement. The First Deposit and Second Deposit once received by the City shall together constitute the (“Initial Deposit”).

C. If City subsequently determines that the Initial Deposit is insufficient, which determination shall be based on the actual Expenses incurred by the City hereunder, then upon receipt of twenty (20) days written notice from City, Developer shall pay City a lump sum deposit in the amount reasonably estimated by City to be sufficient to cover the excess (each, a "Supplemental Deposit"). If Developer does not pay the Initial Deposit per Section 2.B above or any Supplemental Deposit when required under this Section 2.C. to City, work on the Project shall be suspended until the applicable Initial or Supplemental Deposit is made to City.

D. City shall provide Developer with a monthly accounting of City's use of the Deposits to pay Expenses within a reasonable lime after the end of each calendar month during the term of this Agreement.

E. City shall promptly refund to Developer any amount of Developer's Deposits that remain unexpended at the end of the Project as well as provide

Developer with a final monthly accounting of City's use of the Deposits. For purposes of this paragraph, "the end of the Project" means the time at which: (i) City's contractual liabilities to the CEQA Consultant under the Consultant Agreement and the Additional Consultants under the Contracts have been satisfied; and (ii) the earliest to occur of (a) City has rendered a final decision on the Project or (b) Developer has abandoned the Project pursuant to Section 3 below. As of the date of any termination of this Agreement, such termination shall also terminate any further funding or other obligations hereunder; except that Developer shall remain obligated to reimburse City for City's Expenses incurred prior to the date of termination of this Agreement.

F. Notwithstanding any provision herein to the contrary, the parties agree that the City's obligations to make payments to the CEQA Consultant pursuant to the Consultant Agreement and to the Additional Consultants pursuant to any Contracts shall be independent of and governed solely by the provisions of the Consultant Agreement and Contracts, as applicable. City shall make any payments to the CEQA Consultant when provided by the Consultant Agreement and to the Additional Consultants pursuant to the Contracts irrespective of any dispute arising hereunder.

Abandonment of Project. This Agreement does not constitute a commitment by Developer to proceed with the Project and Developer may choose to not proceed with the Project at any time for any or no reason whatsoever. If Developer should abandon the Project prior to a final decision on its application by City, then Developer may give written notice of such abandonment to City and City shall immediately suspend preparation of the EIR and all other aspects of review for the Project. Developer shall remain obligated to reimburse City for City's Expenses incurred prior to the date of abandonment.

3. Conflicts of Interest.

A. During the existence of City's contract with the CEQA Consultant, and for a period of one (1) year after final resolution of Developer's application for the Project, neither Developer, nor any of its representatives, agents or other persons acting in concert with Developer, shall enter into any financial relationship with the CEQA Consultant or with any City official or employee. Nor, during such period, shall Developer propose to enter into any future relationship with the CEQA Consultant or with any City official or employee.

B. Developer makes the following warranties for the 12-month period preceding the submission of its application for the Project. Developer warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, the CEQA Consultant or any of the CEQA Consultant's agents or employees. Developer further warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee that would create a legally cognizable conflict of

interest as defined in the Political Reform Act (California Government Code Sections 87100 *et* seq.).

C. The parties acknowledge and agree that processing of Developer's application for the Project is not contingent on the hiring of any specific contractor.

D. The parties acknowledge and agree that Developer's duty to reimburse City is not contingent upon City's approval or disapproval of the Project or upon the result of any action of the City but that it is contingent on City's compliance with the terms and conditions of this Agreement.

E. Neither Developer nor its officers, employees or agents shall communicate with the CEQA Consultant or any Additional Consultant during the term of this Agreement, unless specifically authorized or requested to do so in writing by City.

4. Approval of Consultant Contract and Contracts. City shall promptly provide copies of (a) the proposed Consultant Contract; (b) any and all proposed Contracts; and (c) proposed amendments and supplements to the Consultant Contract and Contracts that would have the effect of revising the schedule or scope of work for such CEQA Consultant or Additional Consultant, prior to the execution thereof by City. Developer shall have a reasonable time thereafter within which to review and provide comments to and consult with City on such proposed Consultant Contract and Contracts and amendments and supplements thereto, but shall have no right to prevent their execution; *provided, however,* that Developer shall not be obligated to pay Expenses based upon a change in scope or schedule of any of them unless Developer has reviewed and approved such Consultant Contract or Contract or change thereto. Notwithstanding anything in this Agreement to the contrary, City may not revise, supplement or amend the scope of work proposed to be undertaken by the Environmental Consultant pursuant to the Consultant Contract without obtaining Developer's prior consent. Upon the execution of (i) the Consultant Contract and any amendments thereto by Environmental Consultant and City; and (ii) any Contracts and any amendments thereto by Additional Consultants and City; Developer's obligations with respect to such executed Consultant Contract and Contracts (each as amended) will be governed by the terms and conditions of this Agreement.

5. Notices. Any notices, bills, invoices or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

City:

City of Irwindale
Attention: Chief Deputy City Clerk
5050 N. Irwindale Avenue
Irwindale, CA 91706

Developer:

KP Irwindale Owner, LLC
Attn: Jeff Dritley, President
11150 Santa Monica Blvd., Suite 300
Los Angeles, CA 90025

6. Litigation. In the event that either party shall commence any legal action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. This Agreement shall be governed by and interpreted under the laws of the State of California.

7. Hold Harmless. Developer shall defend, indemnify and hold harmless the City, its elected and appointed officers and employees (collectively, the "Indemnified Parties"), from and against any claims, suits, actions or proceedings, judicial or administrative, for writs, orders, injunction or other relief, damages, liability, cost and expense (including, without limitation, reasonable attorneys' fees) (collectively, "Claims") arising out of a default by Developer of its obligations under this Agreement and the preparation by the City of the EIR for the Project; provided, however, that the foregoing covenant to defend, indemnify and hold harmless the Indemnified Parties from and against any Claims shall not apply to any Claims (a) arising from the sole negligence, or fraud or intentional misconduct, of any Indemnified Party; or (b) covered by insurance.

8. Entire Agreement. This Agreement represents the entire and integrated agreement between City and Developer as to the subject matter contained herein. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties, which writing expressly refers to this Agreement.

9. Time of the Essence. Time is of the essence of each and every provision of this Agreement.

10. Counterparts. This Agreement may be executed in two or more fully

or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

11. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

12. Further Assurances. Each party, at the request of the other, shall execute, acknowledge or have notarized (if appropriate) and deliver in a timely manner such additional documents, and do such other additional acts, also in a timely manner, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF IRWINDALE, a municipal corporation

_____

H. Manuel Ortiz, Mayor

ATTEST:

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

Adrian R. Guerra, City Attorney

"DEVELOPER":

KP Irwindale Owner, LLC, a California corporation

By:_____
Name: Jeff Dritley
Title: President
Address: 11150 Santa Monica Blvd., Suite 300
Los Angeles, CA 90025

By:_____
Name: Steven Hillgren
Title: Vice President
Address: 11150 Santa Monica Blvd., Suite 300
Los Angeles, CA 90025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

___ _____
____

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

_____
____
_____
____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

___ _____
____

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

_____
____
_____
____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

City Council Item #21.K.

City of IRWINDALE
AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Retroactively approve a fee waiver for use of the City's two (2) changeable message signs (CMS) by Our Lady of Guadalupe Church

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City Manager's Recommendation:

That the City Council adopt Resolution No. 2023-99-3477 entitled: "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RETROACTIVELY APPROVING A FEE WAIVER FOR OUR LADY OF GUADALUPE CHURCH'S USE OF THE CITY'S TWO (2) CHANGEABLE MESSAGE SIGNS (CMS)."**

Administrative Action:

Submitted/Prepared by:

Eddie Chan, Director of Engineering / Building Official — Electronically Approved _____

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved _____

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved _____

Approved by:

Julian A. Miranda, City Manager — Electronically Approved _____

Background and Analysis:

On November 29, 2023, the City Council adopted Resolution No. 2023-89-3467, thereby waiving the Our Lady of Guadalupe Church's (OLG) parade/ procession license fee of $4,855 for its multicultural community event occurring on December 9-10, 2023. The City Council's approval was conditioned on staff's approval of the traffic control plan for the parade/procession taking place on Sunday, December 10, 2023. Staff received the traffic control plan for the parade/procession on Tuesday, December 5, 2023, which required two (2) Changeable Message Signs ("CMS") to advise the public of the planned

street closures for the event.

The traffic control consultant contacted staff requesting the use of the City's CMS as a cost-saving measure for OLG. On December 7, 2023, OLG submitted a request to the City for a waiver of the fee to use the CMS, in the amount of $4,266.40. Due to the timing of this request, staff authorized the use of the City's CMS for this event and waived the associated rental fee conditioned upon the City Council's ratification, to further support the Church with its cultural, civic and community peace and understanding. The total fee waiver request of $4,226.40 includes use of the two CMS, staff time to set up and take down, plus transportation of the message signs.

Per "City of Irwindale Fee Adjustment Policy," this event qualifies for a fee waiver in accordance to Section I, subsection H. "Any other fee the City may deem necessary to achieve the stated goals of this Policy" and Section II, subsection (2) (a), as this event will "Benefit the community." The Church is a non-profit organization, and the procession provides a public benefit by supporting cultural, civic and community peace and understanding.

Fiscal Impact:

The approval of this item will result in a total fee waiver of $4,226.40.

Attachments:

1. 2023 OLG Fee Waiver request message board (002)
2. Resolution No. 2023-99-3477 - OLG CMS Fee Waiver Request

Our Lady Of Guadalupe Catholic Church

Irwindale, California

A Roman Catholic Christian Community of Faith, Worship and Service

December 7th, 2023

RE: Our Lady of Guadalupe Church Fiesta
December 9th and 10th, 2023

Hello Randy,

First, I want to thank you and the city for all the support that we had received in the past to Our Lady of Guadalupe Catholic Church.

Also, I want to thank you in the name of Our church Communication and for information about our request for our annual fiesta in honor to Our Lady of Guadalupe.

The Fiesta is un event to raise funds for the needs of the church - As you know we depend basically in the donations from our parishioners, lately after the pandemic, these donations decreased, so we need to do specials events so we can alleviate the cost of maintenance and repairs.

For this reason, I am requesting to you the possibility of a waive the fee of $4,226.40 for the use of CMS - because we are not really a business, but a nonprofit organization, in the name of the community of Our Lady of Guadalupe, we appreciate all the attention you are giving to our request.

Blessings

Deacon José Guadamuz

16025 East Cypress Street, Irwindale, California 91706
Website: olgirwindale.org ● Tel: 626.962.3649 Ext. 221 ● Fax: 626.337.3318

RESOLUTION NO. 2023-99-3477

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RETROACTIVELY APPROVING A FEE WAIVER FOR OUR LADY OF GUADALUPE CHURCH'S USE OF THE CITY'S TWO (2) CHANGEABLE MESSAGE SIGNS (CMS)

WHEREAS, Our Lady of Guadalupe Church, the Applicant, submitted a Special Event Permit application to the Community Development Department on October 18, 2023, for City of Irwindale, the City, approval of a special event "SEP 14-2023 Our Lady of Guadalupe Church Fiesta" taking place on Saturday, December 9, 2023, and Sunday, December 10, 2023; and

WHEREAS, on November 29, 2023, the City Council adopted Resolution No. 2023-89-3467, waiving the Our Lady of Guadalupe's (OLG) parade/procession license fee, subject to staff's approval of the traffic control plan for this event; and

WHEREAS, Staff received the traffic control plan for the parade/procession on Tuesday, December 5, 2023, which required two (2) Changeable Message Signs ("CMS") to advise the public of the planned street closures for the event; and

WHEREAS, on December 7, 2023, OLG submitted a request to the City for a waiver of the fee to use the CMS, in the amount of $4,266.40; and

WHEREAS, due to the timing of the request, staff authorized the use of the City's CMS for this event and waived the associated rental fee conditioned upon the City Council's ratification, to further support the Church with its cultural, civic and community peace and understanding; and

WHEREAS, OLG is a non-profit community-based organization within the City is holding a community event which qualifies for a fee waiver according to the approved "City of Irwindale Fee Adjustment Policy;" and

WHEREAS, the City Council of the City of Irwindale desires to retroactively waive the fee of $4,226.40, associated with OLG's use of the CMS for its Church Fiesta.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

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

SECTION 2. The City Council hereby retroactively approves the waiver of the fee of $4,226.40 for the OLG's use of the CMS as part of its Our Lady of Guadalupe Church Fiesta, held on December 9 and 10, 2023. The City Council finds that retroactively waiving the fee of $4,226.40 for use of the two CMSs, staff set up and tear down, and transportation of the message signs serves a valid public purpose in that it provides a benefit to the community as this event supports civic and community peace and understanding.

SECTION 3. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 13th day of December 2023.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-99-3477 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of December 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

City Council Item #21.L.

City of IRWINDALE
AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to approve Amendment No. 2 to the Professional Consulting Contract with Environmental Science Associates (ESA) to complete the preparation of an updated Housing Element, Safety Element, and development of an Environmental Justice Element and the appropriate Environmental Review document in compliance with State Law.

City Manager's Recommendation:

1. Approve Amendment No. 2 to the Professional Consulting Contract with Environmental Science Associates (ESA) for a budget amendment in the amount of $167,935 to complete the Housing Element, Safety Element, and Environmental Justice Element and environmental document; and
2. Approve Resolution No. 2023-098-3476 entitled, "A Resolution of the City Council of the City of Irwindale, California, Amending the Fiscal Year (FY) 2023/2024 Budget by Appropriating $167,935 for Amendment No. 2 to the Professional Consulting Contract with Environmental Science Associates (ESA) to Complete the Preparation of the Housing Element, Safety Element, and Development of an Environmental Justice Element, and the Appropriate Environmental Review Document"

Administrative Action:

Submitted by:

Electronically Approved

Marilyn Simpson, Community Development Director _____

Prepared by:

Electronically Approved

Lisa Chou, Associate Planner _____

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved _____

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved _____

Approved by:

Julian A. Miranda, City Manager — Electronically Approved _____

Background and Analysis:

On June 23, 2021, the City Council approved the Professional Consulting Contract with Environmental Science Associates (ESA) for the preparation of the Housing Element, Safety Element, and new Environmental Justice Element and applicable environmental review. The original contract was for $642,332 (50% paid by the General Fund and 50% paid by the Mining Impact Fund). On October 26, 2022, the City Council approved Amendment No. 1 for a budget appropriation of $145,000. ESA is requesting an additional budget appropriation of $167,935 for additional meetings, bringing the total contract to $955,267.

The original scope of work and Amendment No. 1 included six workshops, two joint study session with the Planning Commission and City Council, and stakeholder interviews.

1. Joint Planning Commission/City Council Study Session (in person, held on April 25, 2022); provided an overview of the Housing, Safety and Environmental Justice Elements
2. Workshop #1 (virtual, held on April 7, 2022); provided an overview of the Housing, Safety and Environmental Justice Elements and included an interactive model building exercise
3. Workshop #2 (in-person, held on May 25, 2022), focused on the Housing Element and sites inventory
4. Workshop #3 (in-person, August 9, 2022); focused on safety and environmental justice existing conditions with an interactive model building exercise
5. Workshop #4 to provide public review of Housing Element
6. Workshop #5 to provide public review of Safety and Environmental Justice Elements
7. Joint Planning Commission and City Council Study Session on all elements to provide an opportunity to review the draft before it goes to public hearings
8. City departments and local agency stakeholder interview meetings (virtual/phone, as needed to obtain information needed for the Environmental Justice and Safety Elements)
9. Workshop #6 to present the Final Environmental Justice Element

Additional budget appropriation is being requested to cover required work for three additional community meetings, revisions to Housing Element in response to HCD's formal and informal comments, and supplemental work needed for environmental review.

A revised Schedule of Performance and Fee Schedule has been included in Amendment No. 2 as Exhibits “A-2” and “B-2” in the Professional Services Agreement with ESA.

Fiscal Impact:

A Budget Amendment to the Fiscal Year 2023/2024 Adopted Budget in the amount of $167,935 (which will be allocated 50% or $83,967.50 between the General Fund ((01-51-510-42300-0000) and Mining Impact Fund (13-51-530-42300-0000)) is needed to appropriate funds for the services rendered.

Attachments:

1. ESA Amend No. 2 Prof Svcs Contract 12.13.23
2. Resolution No. 2023-098-3476 (draft)

AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)

THIS AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT (herein "Amendment No. 2") is made and entered into this 13th day of December 2023, by and between the City of Irwindale, a California municipal corporation ("City"), and Environmental Science Associates (ESA), a California corporation ("Consultant" or "ESA"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City and consultant entered into that certain Agreement for Contract Services, (herein "Agreement") dated June 23, 2021 for the preparation of a Housing Element Update, Safety Element Update, and new Environmental Justice Element and applicable environmental review document.

B. On October 26, 2022, the Parties entered into Amendment No. 1 to the Agreement, an established a maximum Contract Sum of Seven Hundred and Eighty-Seven Thousand Three Hundred and Thirty-Two Dollars ($787,332.00).

C. By this Amendment No. 2, City and Consultant desire to amend Sections 2.1 and 3.4 of the Agreement to account for the increase in Contract Sum by ONE HUNDRED AND SIXTY-SEVEN THOUSAND NINE HUNDRED AND THIRTY-FIVE DOLLARS ($167,935.00) for the completion of the Housing, Safety, Environmental Justice Elements and a revised Schedule of Performance; bringing the final contract total to $955,267.00.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by City and Consultant, and the promises contained herein, it is hereby agreed as follows:

1. The Scope of Services attached as Exhibit "A" to the Agreement shall be amended to incorporate the additional services described in Exhibit "A-2" entitled "Amendment No. 2 to the Scope of Services", attached hereto. Whenever the term "Scope of Services" appears in the Agreement, it shall mean the Scope of Services, as amended by Amendment No. 2 to the Scope of Services.

2. Section 2.1 of the Agreement entitled "Contract Sum" shall be amended in its entirety to add an additional $167,935 to the Contract Sum for the preparation and completion of the Housing, Safety, Environmental Justice Elements, and environmental review document to read as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding NINE HUNDRED AND FIFTY-FIVE THOUSAND

NINE HUNDRED AND THIRTY-FIVE DOLLARS ($955,267.00) in accordance with the requirements under this Agreement."

3. Exhibit "C" of the Agreement entitled "Schedule of Compensation/Budget" is hereby amended to incorporate Exhibit "B-2" entitled "Schedule of Compensation/Budget," attached hereto. Whenever the term "Schedule of Compensation" appears in the Agreement, it shall mean the Schedule of Compensation, as amended by Exhibit "B-2."

4. Section 3.4 of the Agreement is hereby amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

"Term. Unless earlier terminated in accordance with Article 7, "Enforcement of Agreement and Termination" of this Agreement, this Agreement shall continue in full force and effect until terminated but not ~~to~~ exceed***ing two (2) years from the date hereof, except as otherwise provided in Section 3.2*** ~~June 1, 2023~~.

5. Full Force and Effect. Except as expressly amended hereby, all other provisions the Agreement remain in full force and effect as originally executed. All rights and obligations of the parties under the Agreement that are not expressly amended by this amendment shall remain unchanged. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and Amendment No. 2.

6. Corporate Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

ENVIRONMENTAL SCIENCE ASSOCIATES (ESA), a California corporation

By:_____
Name: Ruta K. Thomas
Title: Senior Vice President /Southern CA Regional Director

By:_____
Name: Monica Strauss
Title: Vice President
Address: 770 Paseo Camarillo # 310
Camarillo, CA 93010

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary,

Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A-2"

AMENDMENT NO. 2 SCOPE OF SERVICES

Task D: Community Engagement.
The City has requested an additional public workshop to review the Draft Safety Element and Environmental Justice Element with the community prior to the release of a Final Draft for public review and public hearings. ESA's original scope of work described that if it were to become clear that the City would require assistance in excess of the allocated hours, ESA would revise our scope and fee, following an agreement, which is the intent of this task modification request. Additionally, the City requested that ESA include scope and budget to attend an additional two meetings with the community and/or City Council or Planning Commission. The following describes ESA's deliverables for the additional meetings:

- Three additional hybrid community meetings (in-person and virtual), one for the General Plan Safety and Environmental Justice Elements, and two additional meetings to be determined;
- Generation of flyer, presentation and summary of community comments;
- Attendance at the meetings by three members of the ESA team, including two that will attend in-person and one who will attend virtually;
- Translating necessary bilingual materials for meetings and Spanish interpretation, as needed;
- Coordination with City staff in preparation for the meetings; and
- Integration of additional community comments into the Final Draft Safety and Environmental Justice Elements.

Task E: Housing Element Update
The City has requested an additional two meetings for the Housing Element that would occur with the City Council and/or Planning Commission for a total of $7,320. BAE is also requesting an additional $10,000 due to schedule delays and for continuing work on revisions to the Housing Element in response to formal and informal HCD feedback.

Task I: Environmental Review
The original contract, executed on June 23, 2021, included two different options for preparation of the environmental review documentation for the project, which consisted of either preparing an IS/MND or a Focused EIR. Based on discussions with the City starting in September 2022, it was decided that due to the programmatic nature of the project and need for increased legal defensibility, a Focused EIR (based on an Initial Study) should be prepared. For this option, the original contract assumed a project

schedule of 66 weeks (roughly 17 months) from beginning the Initial Study/Notice of Preparation (IS/NOP) to filing the Notice of Determination (NOD) after adoption of the project.

ESA initiated the environmental review phase of the project on October 27, 2022. As a result of discussions with the City, ESA was made aware of the City's ongoing, parallel process to also update its Zoning Code. Due to the connection between the Zoning Code Update and the General Plan Update, ESA participated in various calls with the City, the City's Attorney, and the Interwest team to figure out the best path forward for the timing of the environmental review process and adoption of the Zoning Code Update and General Plan Update. These discussions occurred over various months starting in the Fall of 2022 with resolution in Spring 2023, which allowed ESA to finalize and submit the draft Project Description to the City on March 3, 2023. While it was necessary to establish the timing and context of the General Plan Update within the larger context of the City's land use and zoning updates for the Project Description, this extended coordination effort was out of scope and caused additional budget implications and schedule delays. ESA is requesting an additional $5,000 to cover this out-of-scope effort.

ESA received City comments on the Project Description on May 16, 2023, and began work on the IS/NOP with the intention of preparing a Focused EIR. However, based on comments received on the Housing Element Update from the California Department of Housing and Community Development (HCD), ESA had to pause work on the IS/NOP due to changes requested by HCD on the Housing Element, specifically the Housing Inventory Sites. After HCD comments were resolved in June 2023, ESA reinitiated work on the IS/NOP and submitted the documents to the City for internal review on September 5, 2023. ESA received City comments on the Initial Study on November 6, 2023, and are still waiting for City comments on the NOP (as of November 21, 2023).

As of the date of this letter, the IS/NOP stage has extended well past the original contract schedule of 18 weeks, which has caused budget implications due to the schedule delays described above. In addition, ESA is currently working with the City to prepare for the release of the IS/NOP for public review in the coming weeks. The original authorized scope of work stated that the City would provide the distribution list for the IS/NOP, and that ESA would be responsible for distributing the document to a maximum of 25 addresses. However, in recent conversations with the City, the City has requested that ESA assist in the preparation of the distribution list, which requires an additional budget of $3,200 for this out-of-scope effort. It should be noted that ESA still assumes that we will be responsible for distributing the IS/NOP to up to 25 addresses, as established in our original authorized scope of work. If the City would like ESA to be responsible for distributing the IS/NOP to the entire distribution list, additional budget would be required.

Due to the prolonged schedule, ESA has incurred various budget implications based on the passage of time between tasks, most notably staffing inefficiencies as staff needs to

be re-engaged and refamiliarized with the specifics of the project and the status of their work products. This start/stop pattern has affected the originally scoped budgets, as technical work has been restarted various times to respond to the changes to the Housing Element Update and continuous work on the environmental document has been stalled, both of which create overall budget and schedule efficiencies. Additionally, the delayed schedule also resulted in ESA requiring additional coordination both internally and externally with the City and our traffic subcontractor, LLG, to prepare the technical work, including discussing and identifying data needs for air quality, GHG, energy, and noise analyses. To cover the budget implications associated with the passage of time, ESA is requesting $12,500 for these efforts. Lastly, due to the extension of the project schedule, ESA requires an additional budget of $5,600 for reimbursable items, such as record search fees, and printing fees, as these costs have increased over the two years since the original contract was executed. If the City decides that hard copies of the IS/NOP, the Draft EIR, the Final EIR, and the Findings of Fact/Statement of Overriding Considerations are not required, ESA can reduce the amount of additional reimbursable budget.

Based on the project's history, ESA is requesting an additional $30,000 to ensure adequate budget for the completion of the EIR process moving forward. This additional budget would be allocated appropriately to tasks that require additional work than originally anticipated, such as preparing analyses for the historical resources and alternatives sections. For historic resources, the records searches identified a large inventory of resources which requires a more robust analysis than originally scoped. In addition, ESA will require additional coordination and working sessions with the City to determine the alternatives to the project in accordance with CEQA. This additional budget will also be applied to future tasks, including the Final EIR and Findings of Fact/Statement of Overriding Considerations, as necessary. This proposed scope of work assumes that the EIR process for the project will be completed by August 2024; however, we have factored in some buffer time. Should any work be required after December 2024, additional budget may be required.

Task J: Project Management

The original contract executed on June 23, 2021, had provided meetings, management, and coordination scope and budget for bi-weekly meetings and as needed coordination for 52 weeks, or one year under Task D, Community Engagement. ESA executed a Cost Amendment No. 1 in October 2022, which extended the project schedule to June of 2023, and created a new Project Management Task (Task J). This second Amendment extends the schedule further to an anticipated adoption date of August 2024 of the Housing, Safety and Environmental Justice Elements, or approximately 14 months beyond what we had scoped for in Amendment No. 1. Going forward, we will ensure that team meetings are only scheduled on an as-needed basis and only attended by strategic members of the team in order to minimize cost. The following describes the deliverables associated with project management responsibilities:

- Preparation for and attendance at meetings/conference calls with City staff and the project team on as as-needed basis;
- Internal ongoing coordination over the course of the project with project team members and our sub-consultant; and
- Invoices, quality assurance, client correspondence, and budget and schedule management.

EXHIBIT "B-2"

SCHEDULE OF COMPENSATION/BUDGET

Fee Proposal

All costs will be billed on a time and materials basis for a total not-to-exceed amount of **$167,935** (which includes ESA's 15% contingency and BAE's 10% contingency fee and reimbursable expenses for ESA and BAE). All costs will be based on actual hours and expenses incurred.

The following table provides a summary of the additional cost modifications for ESA and BAE separately and combined, and the total amendment budget.

Task Name	Amendment No. 2 ESA
Task D: Additional Community Workshop	$19,806
Task D: Two Additional Meetings for ESA	$22,614
Task E: Housing Element Update	$17,320
Task I: Environmental Review	$50,700
Task J: Project Management	$25,590
Non-Labor Expenses	$10,000
ESA 15% Contingency	$21,905
TOTAL	**$167,935**

RESOLUTION NO. 2023-098-3476

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING THE FISCAL YEAR (FY) 2023/2024 BUDGET BY APPROPRIATING $167,935.00 FOR AMENDMENT NO. 2 TO THE PROFESSIONAL CONSULTING CONTRACT WITH ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) TO COMPLETE THE PREPARATION OF THE HOUSING ELEMENT, SAFETY ELEMENT, AND DEVELOPMENT OF AN ENVIRONMENTAL JUSTICE ELEMENT, AND THE APPROPRIATE ENVIRONMENTAL REVIEW DOCUMENT

WHEREAS, the Housing Element of the General Plan is one of seven elements mandated by State law. The Housing Element is subject to detailed statutory requirements and requires review and certification by the State Department of Housing and Community Development (HCD); and

WHEREAS, the City is in need of professional and technical expertise to prepare the comprehensive update to the Housing Element of the General Plan in a timely manner and completed a Request for Proposals process in order to evaluate to solicit and evaluate firms to provide these services; and

WHEREAS, on June 23, 2021, the City Council approved a Professional Consulting Contract with Environmental Science Associates (ESA) for the preparation of an updated Housing Element, Safety Element, and Development of an Environmental Justice Element and the Appropriate Environmental Review Document in the amount of $642,332; and

WHEREAS, on October 6, 2022, ESA requested a budget augment of $145,000 to complete the Housing, Safety, and Environmental Justice Elements, and Environmental Review document; and

WHEREAS, additional work is needed to complete preparation of the documents, including workshops, meetings, and preparation of formal and informal responses to the Department of Housing and Community Development (HCD); and

WHEREAS, an additional budget amendment and appropriation of $167,935.00, 50% or $83,967.50 from the General Fund and 50% or $83,967 from the Mining Impact Fund is required to pay for ESA to complete the preparation of the Housing, Safety, and Environmental Justice Elements and Environmental Review document.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

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

SECTION 2. The Fiscal Year (FY) 2023-2024 Budget is hereby amended and an amount of $167,935.00 is hereby approved for the appropriation of funds to pay for the completion of the Housing Element, Safety Element, Environmental Element, and Environmental Review document.

Section 3. The Chief Deputy City Clerk shall attest to the adoption of this resolution, which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 13th day of December 2023.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-098-3476 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of December 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

City Council Item #23.A.

City of IRWINDALE AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Mayor's Appointments of Delegates and Alternates

City Manager's Recommendation:

Adopt Resolution No. 2023-82-3460 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager — Electronically Approved

Prepared by:

Laura Nieto, Chief Deputy City Clerk — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager — Electronically Approved

Background and Analysis:

The Mayor, at the beginning of his/her term, makes appointments to various organizations. Some of these organizations require formal action by the Council in the form of a resolution. Rather than

prepare several resolutions, staff has incorporated all appointments into one resolution for Council adoption.

Attached is a brief summary relating to the individual organizations and the current list of delegates and alternates, as appointed in 2022.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. Mayor's Appointments 2022
2. 2022-116-3366
3. Resolution No. 2023-82-3460 Mayor's Appointments of Delegates and Alternates

2022

Organization	Synopsis of Responsibilities	When	Location	Stipend (if applicable)
California Contract Cities Association 11027 Downey Avenue Downey, CA 90241 www.contractcities.org 562-622-5533	The Association is comprised of member cities that contract for major municipal services on an as-needed basis, such as police services, fire services, animal control, public works, and/or building and safety. Dinner provided at meetings.	3rd Wednesday of each month at 6:00 p.m.	Various Locations	N/A
League of California Cities 1400 K Street, Ste. 400 Sacramento, CA 95814 www.cacities.org Jennifer Quan 626-301-0387 L.A. Division Rob Korinke	All Councilmembers are invited to meetings; however, Delegates are appointed in case member cities need to vote to ratify a decision of the Board. Annual conferences are held in the summer. Working agendas are discussed at meetings, where attendees are usually provided with updates. Dinner provided at meetings. Mayor attends City Selection Committee meeting to vote.	The Los Angeles County Division holds general membership meetings at various times throughout the year; all meetings begin with a reception at 6:00 p.m. followed by the meeting	Various Locations	N/A
California Joint Powers Insurance Authority 8081 Moody Street La Palma, CA 90623 www.cjpia.org 562-467-8700	A Board of Directors, consisting of one elected official appointed by each Member Agency, governs the CA JPIA. The Executive Committee meets monthly to supervise and conduct Authority affairs. The Authority works with members to reduce the frequency and severity of claims. Through risk analysis and continuous education, the CA JPIA helps its members identify exposures and prevent losses.	Annual Board of Directors meeting held in July; Executive Committee meetings are on the 4th Wednesday of the month at 5:30 p.m.	8081 Moody Street La Palma 90623	$100 annual stipend payable to the voting delegate and travel reimbursement for eligible agencies; no monthly meeting stipend
Foothill Transit Zone 100 S. Vincent Ave., Ste. 200 West Covina, CA 91790 www.foothilltransit.org 626-967-3147	Board business meetings held to review performance reports. Annual meetings held to approve budget.	Annual Governing Board meeting in May; Governing Board meetings held 4th Friday of the month at 7:45 a.m.	100 S. Vincent Ste. #200 West Covina	$100
Independent Cities Association 1601 N. Sepulveda Blvd., Suite 744 Manhattan Beach, CA 90266 www.icacities.org 877-906-0941	The mission of the Independent Cities Association is to educate, advocate, and provide information on issues of common concern. Works in cooperation with one another and all levels of government to achieve goals and provide services that are mutually beneficial to members.	Dates Vary	Locations Vary	None

2022

Organization	Synopsis of Responsibilities	When	Location	Stipend (if applicable)
County Sanitation Districts Nos. 15 and 22 of L.A. County P.O. Box 4998 Whittier, CA 90607-4998 www.lacsd.org 562-699-7411, ext. 1500	The Sanitation Districts construct, operate, and maintain facilities to collect, treat, recycle, and dispose of sewage and industrial wastes. The Sanitation Districts also provide for the management of solid wastes including disposal, transfer operations, and materials recovery. Local sewers and laterals that connect to the Sanitation Districts' trunk sewer lines are the responsibility of the local jurisdictions, as is the collection of solid wastes. Mayor is automatically a Director, who represents specific districts. Chief engineer provides progress reports at meetings.	4th Wednesday of the month at 1:30 p.m.	1955 Workman Mill Rd Whittier 90601 and Zoom	Compensated $125 per District, per meeting; Delegate represents Districts 15 & 22. Mileage is also reimbursed
Southern California Association of Governments 818 W. Seventh St., 12th floor Los Angeles, CA 90017 www.scag.ca.gov 213-236-1800	As the designated Metropolitan Planning Organization, the Association of Governments is mandated by the Federal Government to research and draw up plans for transportation, growth management, hazardous waste management, and air quality. General Assembly discusses future plans and projects, financial reports, mutual projects, goals and objectives.	Annually (May) Regional Conference & General Assembly (Voting)	Various locations	No stipend for General Assembly meeting
Gold Line Phase II Construction Authority 406 E. Huntington Dr., Ste. 202 Monrovia, CA 91016 www.foothillextension.org 626-471-9050	Meet to keep members apprised of the activities of the extension of the Gold Line from Pasadena to Ontario.	2nd Thursday of the month at 11:30 a.m.	406 E. Huntington Dr., Ste. 202 Monrovia and via virtual platform	$150
San Gabriel Valley Council of Governments 1000 S. Fremont Ave., Unit 42 Bldg. A10, Suite 10210 Alhambra, CA 91803 www.sgvcog.org	The Agency addresses a number of issues including transportation, housing, water, and the environment that impact the quality of life for our residents. Delegates and Alternates must be appointed by resolution or minute action. Dinner provided at meetings	Governing Board meets every 3rd Thursday of the month at 4:00 p.m.	Zoom	$50 stipend; if both delegate and alternate attend meeting, only the delegate receives the stipend

2022

Organization	Synopsis of Responsibilities	When	Location	Stipend (if applicable)
San Gabriel Valley Mosquito & Vector Control District 1145 N. Azusa Canyon Road West Covina, CA 91790 www.sgvmosquito.org 626-814-9466	Board of Trustees oversees and provides counsel and direction to management; sets policy; hires District Manager; retains legal counsel. Appointment can be for either a 2- or 4-year term, depending on Council's preference.	2nd Friday of the month at 7:00 a.m.	District Office 1145 N Azusa Canyon West Covina or Zoom	$100

RESOLUTION NO. 2022-116-3366

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY

The City Council of the City of Irwindale, California, does hereby resolve as follows:

Section 1. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA CONTRACT CITIES ASSOCIATION** for the term indicated:

1.	DELEGATE:	Albert F. Ambriz	12-31-23
2.	ALTERNATE:	Larry G. Burrola	12-31-23

Section 2. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **LEAGUE OF CALIFORNIA CITIES, LOS ANGELES COUNTY CHAPTER** for the term indicated *(Mayor attends the City Selection Committee meeting to vote and is the delegate):*

1.	DELEGATE:	Mark A. Breceda	12-31-23
2.	ALTERNATE:	Manuel R. Garcia	12-31-23

Section 3. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA JOINT POWERS INSURANCE AUTHORITY** for the term indicated:

1.	DELEGATE:	Larry G. Burrola	12-31-23
2.	ALTERNATE:	Mark A. Breceda	12-31-23

Section 4. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **FOOTHILL TRANSIT ZONE**: for the term indicated:

1.	DELEGATE:	H. Manuel Ortiz	12-31-23
2.	ALTERNATE:	Albert F. Ambriz	12-31-23

Section 5. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **INDEPENDENT CITIES ASSOCIATION** for the term indicated:

1.	DELEGATE:	Manuel R. Garcia	12-31-23
2.	ALTERNATE:	Mark A. Breceda	12-31-23

Section 6. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **BOARD OF DIRECTORS OF SANITATION DISTRICTS 15 AND 22 OF LOS ANGELES COUNTY** for the term indicated *(Mayor is automatically a Director/Delegate)*:

1.	DELEGATE:	H. Manuel Ortiz	12-31-23
2.	ALTERNATE:	Albert F. Ambriz	12-31-23

Section 7. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** for the term indicated:

1.	DELEGATE:	H. Manuel Ortiz	12-31-23
2.	ALTERNATE:	Larry G. Burrola	12-31-23

Section 8. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **GOLD LINE PHASE II CONSTRUCTION AUTHORITY** for the term indicated:

1.	DELEGATE:	Albert F. Ambriz	12-31-23
2.	ALTERNATE:	Mark A. Breceda	12-31-23

Section 9. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** for the term indicated:

1.	DELEGATE	Larry G. Burrola	12-31-23
2.	ALTERNATE	Manuel R. Garcia	12-31-23

Section 10. The City Council of the City of Irwindale does hereby appoint the following person as delegate of the **SAN GABRIEL VALLEY MOSQUITO & VECTOR CONTROL DISTRICT** for the term indicated:

1.	DELEGATE:	Manuel R. Garcia	12-31-24

Section 11. This Resolution supersedes and replaces prior resolutions making Council appointments to the foregoing boards, committees and bodies.

Section 12. This Resolution shall become effective upon its adoption by the City Council.

PASSED, APPROVED AND ADOPTED this 14th day of December, 2022.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-116-3366 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 14th of December, 2022, by the following vote:

AYES:	Councilmembers:	Ambriz, Breceda, Burrola, Garcia, Mayor Ortiz
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Laura M. Nieto, MMC
Chief Deputy City Clerk

RESOLUTION NO. 2023-82-3460

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY

The City Council of the City of Irwindale, California, does hereby resolve as follows:

Section 1. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA CONTRACT CITIES ASSOCIATION** for the term indicated:

1. DELEGATE: 12-31-24
2. ALTERNATE: 12-31-24

Section 2. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **LEAGUE OF CALIFORNIA CITIES, LOS ANGELES COUNTY CHAPTER** for the term indicated *(Mayor attends the City Selection Committee meeting to vote and is the delegate):*

1. DELEGATE: 12-31-24
2. ALTERNATE: 12-31-24

Section 3. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA JOINT POWERS INSURANCE AUTHORITY** for the term indicated:

1. DELEGATE: 12-31-24
2. ALTERNATE: 12-31-24

Section 4. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **FOOTHILL TRANSIT ZONE**: for the term indicated:

1. DELEGATE: 12-31-24
2. ALTERNATE: 12-31-24

Section 5. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **INDEPENDENT CITIES ASSOCIATION** for the term indicated:

1. DELEGATE: 12-31-24
2. ALTERNATE: 12-31-24

Section 6. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **BOARD OF DIRECTORS OF SANITATION DISTRICTS 15 AND 22 OF LOS ANGELES COUNTY** for the term indicated *(Mayor is automatically a Director/Delegate)*:

1.	DELEGATE:	12-31-23
2.	ALTERNATE:	12-31-23

Section 7. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** for the term indicated:

1.	DELEGATE:	12-31-23
2.	ALTERNATE:	12-31-23

Section 8. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **GOLD LINE PHASE II CONSTRUCTION AUTHORITY** for the term indicated:

1.	DELEGATE:	12-31-23
2.	ALTERNATE:	12-31-23

Section 9. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** for the term indicated:

1.	DELEGATE	12-31-23
2.	ALTERNATE	12-31-23

Section 10. The City Council of the City of Irwindale does hereby appoint the following person as delegate of the **SAN GABRIEL VALLEY MOSQUITO & VECTOR CONTROL DISTRICT** for the term indicated:

1.	DELEGATE:	Manuel R. Garcia	12-31-24

Section 11. This Resolution supersedes and replaces prior resolutions making Council appointments to the foregoing boards, committees and bodies.

Section 12. This Resolution shall become effective upon its adoption by the City Council.

PASSED, APPROVED AND ADOPTED this 13th day of December, 2023.

_____
, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-82-3460 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 13th of December, 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

City Council Item #23.B.

City of IRWINDALE AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Appointment of a Parks & Recreation Commissioner

City Manager's Recommendation:

Adopt Resolution No. 2023-83-3461 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING ONE MEMBER TO THE PARKS AND RECREATION COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager — Electronically Approved _____

Prepared by:

Laura Nieto, Chief Deputy City Clerk — Electronically Approved _____

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved _____

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved _____

Approved by:

Julian A. Miranda, City Manager — Electronically Approved _____

Background and Analysis:

The terms for Parks & Recreation Commissioner Teresa Ortiz will expire on December 31, 2023. Notices were sent to City Councilmembers, Commissioners and residents, pursuant to Resolution No. 2007-01-

2187; and the vacancy has been posted, pursuant to California Government Code Section 54970 (Maddy Act).

The following applications were submitted by the deadline of Wednesday, December 6, 2023 (in order received). Pursuant to Resolution No. 2020-60-3220, there were no late applications received.

Joseph Tapia
Rebecca A. Barbosa
Teresa Ortiz
Justin Kelly
Barry Blanset
Ruben Tapia
Linda S. Marez

It would be appropriate for the City Council to make one appointment to the Parks & Recreation Commission, for a three-year term expiring December 31, 2026.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. Resolution No. 2023-83-3461 Appointment of Parks and Rec Commissioners
2. Parks and Recreation Commission - Annual

RESOLUTION NO. 2023-83-3461

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING ONE MEMBER TO THE PARKS & RECREATION COMMISSION OF THE CITY OF IRWINDALE

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

Section 1. Pursuant to Irwindale Municipal Code Section 2.28.010, the following person is appointed to the Parks & Recreation Commission of the City of Irwindale, to serve a term of office to commence January 1, 2024, and to expire on December 31, 2026.

_____

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed member.

PASSED, APPROVED, and ADOPTED this 13th day of December 2023.

_____
Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-83-3461 was adopted at a regular meeting of the Irwindale City Council held on the 13th day of December 2023, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

RECEIVED
NOV 09 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Parks & Recreation commisson
(print or type name of one Board or Commission)

Name: Joseph Tapia

Address: [redacted]

Occupation: cashier

Employer: Mc Donald's

Address: 5203 Irwindale Ave

Home Phone: (626 [redacted] Business Phone: (626 [redacted]

Years in Irwindale: 44 Registered Voter? yes

Educational background / degree:

Licenses or Special Certificates:

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want to be able to serve my community that I grew up in

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I want to be able to become a servant to the city. I love my city

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

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: In college I was a Mentor for high school student and I alway become a leader in my Previous Jobs and church.

CERTIFICATION

By initialing below, I certify:

yes I am a registered voter in the City of Irwindale
44 I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)* I am 44 Y.I.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: Nov 9 2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 13 2023
CITY OF IRWINDALE
11:28am

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: PARKS & RECREATION
(print or type name of one Board or Commission)

Name: REBECCA A. BARBOSA

Address: [redacted]

Occupation: Retired City Employee

Employer: _____

Address: _____

Home Phone: (626) [redacted] Business Phone: ( ) _____

Years in Irwindale: 51 Registered Voter? Yes

Educational background / degree: High School diploma (Bishop Amat)

Licenses or Special Certificates: Extension Courses - Early Childhood Development UCLA

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I retired due to the economy in 2009 after 22½ yrs as a permanent part-time employee in the Recreation Dept. I enjoyed every assignment given during those years & feel I can contribute from my yrs. of experience

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) As a parent & grandparent & working in the original After School Program (Kid Zone) Children continue to be an important part of my life. I also enjoyed working in the Weight Room, assisting others in their goals to better health. I want to continue this from a different angle.

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

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: My years as a recreation were very fulfilling to me as I have always strived to keep myself at the level of children & their needs, as well as adults. My life experiences have taught me it's never to late to try something new, and that in the end, benefits others.

CERTIFICATION

By initialing below, I certify:

✓ I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Rebecca A. Barbosa Date: 11-13-23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 14 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Parks and Recreation
(print or type name of one Board or Commission)

Name: Teresa Ortiz

Address: [redacted] Irwindale CA 91706

Occupation: Patient Authorization Representative

Employer: UCLA Health

Address: 200 Medical Plaza Driveway Los Angeles CA 90095

Home Phone: ( ) [redacted] Business Phone: ( ) [redacted]

Years in Irwindale: 5 Registered Voter? Yes

Educational background / degree: Some college

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. I have served on the parks and recreation Commission for 3 years.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want to continue to make a difference in my community. I want to continue to build and improve Programs that are offered for all community members. Another reason I want to continue to serve Is personal fulfillment.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I believe I would make a good commissioner because of my passion and motivation to improve Our community for all. I believe my experience as a commissioner proves my drive and success to The city.

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

If so, which one? Parks and recreation comission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I believe my relevant experience as a present commissioner would continue to benefit the Community. I believe my positive attitude, work ethic and long term goals align with the Requirements, making me a committed and valuable asset in municipal government.

CERTIFICATION

By initialing below, I certify:

_X_ I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 10/30/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 20 2023 12:45pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Parks and Rec
(print or type name of one Board or Commission)

Name: Justin Kelly

Address: [redacted] Irwindale CA 91706

Occupation: Journeyman Inside Wireman

Employer: N/A

Address:

Home Phone: ( ) _____ Business Phone: (626) [redacted]

Years in Irwindale: 17 Registered Voter? yes

Educational background / degree: H.S. Grad + 5 year Electrical Trade School

Licenses or Special Certificates: State Certified General Electrician

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I have been an active member of the community for almost 20 years and feel the calling to take the next step in serving the great city I call home.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I have been a part of many organizations for many years. I know how much work and dedication it takes as a team to move things in a forward motion and feel I can be a key member to the commision.

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

If so, which one? Parks and Rec

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Coach for many years. Sports player for many years (still active) been an active participant in my union for 10 years currently running for Examining board for local 11

CERTIFICATION

By initialing below, I certify:

JH I am a registered voter in the City of Irwindale
JH I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 11-16-23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 27 2023
CITY OF IRWINDALE

11:31 am

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Parks And Recreation
(print or type name of one Board or Commission)

Name: Barry Blanset

Address: [redacted] Irwindale, CA 91706

Occupation: Retired

Employer: _____

Address: _____

Home Phone: (626) [redacted] Business Phone: ( ) _____

Years in Irwindale: 46 Registered Voter? Yes

Educational background / degree: H S Graduate 1 1/2 yrs college

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. _____
I am currently President of the Irwindale Lions Club.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) To continue Irwindale's tradition of providing a safe location and activities for all' residents and others who wish to participate.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I've coached and mentored youth for over 45 years. I've coached youth baseball, soccer, softball. I coordinated and coached Northview High School's varsity boys soccer and varsity girls softball. I also umpired youth, high school and college baseball

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

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: With the experiance I've had working with youth and young adults. Volunteering as Northview Little League President and President of Northview High School's booster club. I will work to keep our young residents an others in positive activities, including team sports, clubs, service organizations.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 11/19/2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 27 2023
CITY OF IRWINDALE

5:23pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Park & Rec Commission
(print or type name of one Board or Commission)

Name: Ruben Tapia

Address: [redacted] Irwindale CA 91706

Occupation: Design Engineer/Manufacturer

Employer: Arto Venetian Blinds

Address: [redacted] Irwindale CA 91706

Home Phone: 626 [redacted] Business Phone: ( ) N/A

Years in Irwindale: 40 Registered Voter? Yes

Educational background / degree: BS Industrial Design

Licenses or Special Certificates: N/A

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) To help in the future development and improvements of my community for the residents and my family.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) My heart is embedded in community & I would make conscious decisions that benefit the city and it's residents

Have you applied for a City Board or Commission before? Yes X No ___
If so, which one? ICF, Planning, Park & Recreation

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I am deeply involved in most of the activities & events the Recreation offers and I volunteer for special events & activities suchas the Rocabilities Program, Summer Events, & ICF drives/Giveaways. I even decorated the lobby Christmas tree this year & I have been Santa Claus in the past.

CERTIFICATION
By initialing below, I certify:

X I am a registered voter in the City of Irwindale
X I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 11/18/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED

NOV 2 8 2023

CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Linda S. Marez

Address: [redacted], Irwindale

Occupation: Retired

Employer: N/A

Address: " "

Home Phone: 626 [redacted] Business Phone: ( ) N/A

Years in Irwindale: 60 yrs Registered Voter? Yes

Educational background / degree: High School / some college

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. None

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) My number one reason is to give back to my community. Irwindale has provided my family and I with various opportunities such as field trips and numerous educational activities.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I feel I would make a great commissioner because I have been actively involved in Parks and Recreation for 31 years. I started as a pool cashier and worked my way up to Senior Recreation Aide →

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

If so, which one? Recreation and Senior Commissions.

I was in charge of Day Camp trips, family field trips, the teen club program as well as many other activities. I have first hand knowledge of the workings of the Recreation Department.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I enjoy working with the public, as I am an extrovert. I worked with high school for over 30 years for the Baldwin Park School District. My experience working for the City of Irwindale would make me an excellent commissioner. I wish to be a positive influence in my community

CERTIFICATION

By initialing below, I certify:

LSM X I am a registered voter in the City of Irwindale

____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Linda S. Marez Date: Nov. 27, 2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

City Council Item #23.C.

City of IRWINDALE
AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Appointment of a Planning Commissioner

City Manager's Recommendation:

Adopt Resolution No. 2023-84-3462 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING ONE MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager — Electronically Approved

Prepared by:

Laura Nieto, Chief Deputy City Clerk — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager — Electronically Approved

Background and Analysis:

The terms for Planning Commissioner Richard Chico will expire on December 31, 2023. Notices were

sent to City Councilmembers, Commissioners and residents, pursuant to Resolution No. 2007-01-2187; and the vacancy has been posted, pursuant to California Government Code Section 54970 (Maddy Act).

The following applications were submitted by the deadline of Wednesday, December 6, 2023 (in order received). Pursuant to Resolution No. 2020-60-3220, no late applications were received.

Patricia Gonzales
Joseph Tapia
Teresa Ortiz
Anthony Daniel Naranjo
Rolando Munoz Chicas
Joseph Valentino Rodriguez II
Melissa Carlson
Ruben Tapia
Richard Chico
Justin Kelly
Robert Gallegos
Gabriel Marez
Eric Lopez

It would be appropriate for the City Council to make one appointment to the Planning Commission, for a four-year term expiring December 31, 2027.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. Resolution No. 2023-84-3462 Planning Commission Appointments
2. Planning Commission Applications - Annual Vacancy

RESOLUTION NO. 2023-84-3462

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING ONE MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE

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

Section 1. Pursuant to Irwindale Municipal Code Section 2.32.020, the following is appointed to the Planning Commission of the City of Irwindale, to serve a term of office to commence January 1, 2024, and to expire on December 31, 2027.

_____

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed member.

PASSED, APPROVED, and ADOPTED this 13th day of December 2023.

_____
Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-84-3462 was adopted at a regular meeting of the Irwindale City Council held on the 13th day of December 2023, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

RECEIVED
OCT 30 2023
CITY OF IRWINDALE

RECEIVED
NOV 09 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Patricia Gonzales

Address: [redacted]

Occupation: Retired

Employer: _____

Address: _____

Home Phone: ( ) _____ Business Phone: ( ) _____

Years in Irwindale: 15+ Registered Voter? yes

Educational background / degree: Bachelors / Master Organizational leadership

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Previously on Planning Commission. Currently serving as Senior Commissioner

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) To participate in the growth of the City and its community.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I'm objective. My decisions are made for the entire community not a family

Have you applied for a City Board or Commission before? Yes ✓ No ___
If so, which one? Planning and Senior Commissions

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Previously a Planning Commissioner. I research all aspects brought up in meetings and consult with Planners for explanation for things I don't understand. I am interested and would like to be a part of the city's growth.

CERTIFICATION

By initiating below, I certify:

✓ I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: Oct 30, 2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 09 2023
CITY OF IRWINDALE

4:51pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Joseph Tapia

Address: [redacted]

Occupation: Chashier

Employer: Mc Donald's

Address: 5203 Irwindale Ave

Home Phone: (626) [redacted] Business Phone: (626) [redacted]

Years in Irwindale: 44 Registered Voter? yes

Educational background / degree: ASSociate Degree

Licenses or Special Certificates:

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want to be able to serve my community that I grew up in.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I want to be able to become a servant to the city. I Love my city

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

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: In college I was a Mentor for high school students and I alway become a Leader in my previous Jobs and church.

CERTIFICATION

By initialing below, I certify:

yes I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)* J.T.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: Nov 9 2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 14 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commission
(print or type name of ~~one~~ Board or Commission)

Name: Teresa Ortiz

Address: [redacted] Irwindale CA 91706

Occupation: Patient Authorization Representative

Employer: UCLA Health

Address: 200 Medical Plaza Driveway Los Angeles CA 90095

Home Phone: ( ) [redacted] Business Phone: ( ) [redacted]

Years in Irwindale: 5 Registered Voter? Yes

Educational background / degree: Some college

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. I have served on the parks and recreation Commission for 3 years.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want to continue to make a difference in my community. I want to continue to build and improve Programs that are offered for all community members. Another reason I want to continue to serve Is personal fulfillment.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I believe I would make a good commissioner because of my passion and motivation to improve Our community for all. I believe my experience as a commissioner proves my drive and success to The city.

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

If so, which one? Parks and recreation comission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I believe my relevant experience as a present commissioner would continue to benefit the Community. I believe my positive attitude, work ethic and long term goals align with the Requirements, making me a committed and valuable asset in municipal government.

CERTIFICATION

By initialing below, I certify:

_X_ I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 10/30/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 20 2023 10am JH
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: PLANNING COMMISSION - ANNUAL EXP 2027
(print or type name of one Board or Commission)

Name: ANTHONY DANIEL NARANJO

Address: [redacted] IRWINDALE, CAL. 91706

Occupation: RETIRED

Employer: N/A

Address: _____

Home Phone: (760) [redacted] Business Phone: ( ) _____

Years in Irwindale: 8 years Registered Voter? YES

Educational background / degree: BACHELORS DEGREE - CONSTRUCTION MANAGEMENT

Licenses or Special Certificates: FORMERLY HELD CLASS (B) GENERAL CONTRACTORS LIC
REALESTATE LICENSE -

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. PLANNING COMMISSION, CITY COUNCIL CITY OF AZUSA 1986-1997 (SEE RESUME ATTACHED)

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) MY ABILITY TO PROVIDE AND ENSURE HIGH-QUALITY DEVELOPMENT WITHIN THE COMMUNITY: TO CARRY OUT GOALS, POLICIES, AND OBJECTIVES AS SET FOURTH BY THE CITY COUNCIL, AND TO ENSURE COMPLIANCE WITH ZONING ORDINANCES AND THE CITY'S GENERAL PLAN.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) MY EXPERIENCE TO PROVIDE FAIRNESS, COMPASSION, RESPECT, FOR OTHERS, RESPONSIBILITY, INTEGRITY, PUBLIC TRUST AND VISION TO BALANCE THE PUBLICS INTREST WITH BUSSINESS WANTS, NEEDS AND LAWS AND ORDINANCES FOR CREATING A WELL BALANCED COMMUNITY.

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

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: My Ability To Effectively Communicate, Being a Team Player, Understanding of City Government, Policies and Procedures, Bussiness Experience Construction Knowledge and Development Standards, And my Ability To Bring Both sides of Issues To the Table To Provide effective, Interaction and open Dialouge To meet the Communitys Vision and Expectations of sound Development, & Planning Goals...

CERTIFICATION

By initialing below, I certify:

TM I am a registered voter in the City of Irwindale
TM I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 11/19/2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

Resume Of Anthony D. Naranjo

Anthony Daniel Naranjo; Born [redacted]
[redacted]
Irwindale, Ca. 91706
[redacted] Married Wife Elaine, (2) Children Doreen 40 & Daniel 31 And a Granddaughter Sophia (9)

Education History:
Bachelor of Science- Construction Management and Cost Estimation
Career Management Institute (Orange, Ca. Campus) 2003-2006
1518 W. La Veta Ave
Orange, Ca. 92868

Associate Arts Degree- Administration of Justice
East Los Angeles City College 1981-1983
1301 Avenida Cesar Chavez
Monterey Park, Ca. 91754

High School- General Education Diploma
Gladstone High School
1340 N. Enid Ave
Covina, Ca. 91722

Employment History:

San gabriel Valley Conservation Corps
El Monte, California
Interim Executive Director and Operations Manager 2014-2016
(At Risk Youth Development and Charter School Non Profit Agency)

General Development Inc.
West Covina, California
Owner/ Operator 1992-2012
General Contractor Class (B)
(Residential and Commercial Building and Remodeling)

Victor Valley Real Estate Partners LLC
Apple Valley and San Bernardino California
Broker/ Land Development 2006-2014
(Land Assembly, Development, & Real Estate Sales & Property Management)

Naranjo & Sons Construction
Azusa, California
Estimator/ Construction Project Manager RMO 1980-1992
Concrete and Storm Drain, Public Projects (C8, C29, C32)

Public Offices Held:
Mayor Pro-Tem City of Azusa (1988-1997)
Planning Commission City of Azusa (1986-1988)
California Public Power Authority Commission Washington D.C. (1989-1992)
California Public Power Utilities -Board Member (1988-1997)
Police Liaison Commissioner Azusa Police Department(1992-1997)
Chairman Azusa Drug and Gang Task Force (1989-1999)
California Contractors Board (Ethics Committee Board Member) (1995-1999)
Auxiliary Police Officer Glendora Police Department (1983-1990)

Skills:
Construction Building and Planning, Cost Estimation, Blueprint Knowledge, Safety Standards,Real Estate Development, Local government Policies and Procedures, Public Speaking and Communication, Budgeting, Leadership and Team Building, and by Listening to others,Using my Knowledge and Understanding of Both Community Issues and City ordinances, Being Fair and Open Minded, Being Prepared, Using my Ability to Communicate,incorporating my Analytic Ability and Relevant Experiences.

Summary Of Personal Objectives:
I personally Enjoy Serving My Community, As a means of gaining new skills,sharing diverse viewpoints, and frankly stepping out of my comfort zone, As well as developing Implementing and maintaining a Holistic, Unified, & Comprehensive plan that reflects both the Vision, and Desire of the Community as a Whole, and Meets the Shared and Unified Goals and Objectives of All Community Members, Not just a Select Few, And to Share My Vast Business and Political Experience in Both Civic, Business and Private Sectors, Which Helps Foster Stronger Understanding of City Government, and How it's Role Interacts with the everyday lives of it's Citizens.

I enjoy Promoting Strong and Ethical, Working relationships with Community, City Council members, City Staff & Other Boards and Commissions, and Especially the Community At Large, in Which Fosters a Greater Honest and Open Communication Between the General Public and Local, State, and Federal Agencies, that help Bring in More Responsible Business, that give back to the Community in many ways, As Well it Promotes Community Values with CorporateValues to Enhance the Community, Without Altering Its Historical Preservation.

And Finally, I Enjoy the Ability to Listen, Think, and Help Create New and Innovative Goals and Objectives, That Bring back the The Community with a Better and Broader Understanding of how and why their Council and Boards and Commissions, and City Staff, Often Time Make the Tough Decisions Each and Every Day, Based on the Information and Understanding that are given to them, Balanced with the Law and The Regulations and Policy Determination Decisions, That Help Make their City a Stronger and Safer and Economically More Viable Place to Live, Work and Play Each and Every Day.

Personal Life:
I grew up in the City of Azusa, where I am a 4th Generation Native American, whos Grandparents were Born at Rancho Santa Anita, Mission San Gabriel (Gabrellino Indians)
I lived in the City of Azusa for more than 40 Years, where I Raised My Family, And Operated (2) Two restaurants and a Fast Food Tastee Freeze and Yogurt shop as well as my Construction and Real Estate & Development Business, I Built my Parents their Home in Irwindale In 1989 , when they moved from

Azusa to Irwindale, and I later Myself Moved to Irwindale in 2014, and Have Enjoyed interacting with many of the Irwindale family as a Neighboring City Councilmember,and Now Resident of This Fine and Unique Community, where some of my family have lived for Many Decades... I Am Retired and I Truly Enjoy Being involved in City Government, And Giving back to a Proud Community, By Becoming Actively Involved and Serving, Which is and will Always be My Commitment and My Calling.

RECEIVED
NOV 2 0 2023
CITY OF IRWINDALE

11:51am

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Rolando Munoz Chicas

Address: [redacted] Irwindale, CA 91706

Occupation: Retired Veteran

Employer: Retired Military

Address: N/A

Home Phone: 626) [redacted] Business Phone: ( )

Years in Irwindale: 3 Registered Voter? Yes

Educational background / degree: Bachelor's degree

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Arbor Pines HOA from approximate 1998 to 2003.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) to help the city of Irwindale processes all development applications and oversees all design review approvals.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) with my military experience in planning and training; I can use these skills to help the city in the planning commission

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

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: After serving in the military for over 33 years. I have extensive and relevant leadership experience that will help me with preparation and confidence to serve in the planning commission.

CERTIFICATION

By initialing below, I certify:

JM I am a registered voter in the City of Irwindale
JM I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: 11/20/2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 21 2023
CITY OF IRWINDALE
10:48am

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commission

Name: Joseph Valentino Rodriguez II

Address: [redacted] Irwindale, California, 91706

Occupation: Lieutenant

Employer: Los Angeles County Sheriff's Department

Address: 211 W Temple St, Los Angeles, CA 90012

Home Phone: (310) [redacted] Business Phone: (213) [redacted]

Years in Irwindale: 47 Registered Voter? Yes

Educational background / degree: 120 college credits. No Degree

Licenses or Special Certificates: Peace Officer Standards and Training (**POST**) Certified

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

I have served on the Peace Officers Association of Los Angeles County Committee, Absence Follow Up Committees during my employment with The Los Angeles County Sheriff's Department, Unit Fund Committees, Christmas Party Committees, Baker to Vegas Committees, Motorcycle Ride Committees, and Gym Fund Committees.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission?

As a 47-year resident of Irwindale, my deep connection to the community fuels my desire to serve on the City Planning Commission. With my extensive background and experience I am well equipped to contribute to decision making and collaborate effectively alongside fellow members, city officials and community.

I would like to have a voice in the decision-making process of future development plans, focusing on improving the quality of development while preserving the character of our residential neighborhoods. I care about my community and want the opportunity to give back by providing good service and leadership. I have a growing interest in Planning, Land Use, and Local Government issues. Serving on the planning commission is an opportunity for me to broaden my knowledge while playing a role in shaping the development of our city. I am excited about the possibility of serving on the City Planning Commission and contributing to the continued success of our beloved city.

Why do you feel that you would make a good Board Member or Commissioner?

During the course of my career for the Los Angeles County Sheriff's Department, I have been afforded the opportunity to work with dedicated men and women in the public sector arena and its administration respectively. Additionally, I have worked with community leaders and other key personnel on the development and implementation of local and state laws for the better advancement of the community. The depth of my experience has allowed me to learn many facets of government. My work ethic and enthusiasm has been consistent throughout my career, and I bring a clean and polished background. As a Planning Commissioner for the City of Irwindale, I would continue to bring my loyalty, honesty and dedication to the people I serve. I believe my ability to establish relationships and foster effective collaborative problem solving and decision-making will greatly benefit the community.

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

If so, which one?

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

I am Self-motivated, organized, and a detailed-oriented professional. I offer extensive experience in investigations, office administration and operations, including policy and incident review, data and force analysis, inspections, and research. I have a great combination of report writing skills and aptitude to accomplish accurate and well-ordered work during demanding operations and time sensitive schedules. Extremely committed to getting the job done and achieving the highest results. Creative thinker with the ability to perform complex projects within fast-paced and time-sensitive environments. People-person and goal-driven, with a reputation for developing and maintaining positive relationships with all levels of individuals from diverse backgrounds. Exemplified superior work ethic, combined with genuine commitment to customer service and satisfaction. Articulate communicator and technically proficient with Microsoft Office, Excel, and social media.

Signature: _____ Date: _____

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

Joseph V. Rodriguez #453093
[redacted] Irwindale CA 91706
Work Phone: [redacted]
Cell Phone: [redacted]
Email: [redacted]

Experience: 24 Years in Professional Law Enforcement

Profile

- Background in developing training curriculum, teaching and mentoring
- Diverse background in policing communities throughout Los Angeles County
- Experienced in intelligence gathering, investigations, and surveillance
- Office administration and operations, to include policy and incident review, data and force analysis

Century Sheriff Station▪ Lynwood, CA **December 11, 2023 – Present**

- Watch Commander

Training Bureau▪ Recruit Training Unit▪ Tactics and Survival Unit ▪ September 9, 2019 – December 10, 2022

- Supervised Deputy Sheriff / Participating Agency Recruit Academy Classes
- Supervised, trained, mentored, and evaluated performance of subordinate personnel and support staff
- Supervised shift operations by maintaining sufficient staffing levels
- Performed administrative duties

Compton Sheriff Station ▪ Compton, CA **February 4, 2018 – September 7, 2019**

- Line Sergeant
- Scheduling Sergeant
- Training Sergeant
- Training Bureau-RTU (On-Loan) Staff Sergeant
- Supervised Deputy Sheriff Recruit classes

Court Services Transportation Bureau▪ County of Los Angeles, CA **December 15, 2013 – February 3, 2018**

- Line Sergeant
- Scheduling Sergeant
- Training Sergeant
- Operations Sergeant

Industry Sheriff Station ▪ City Of Industry, CA **July, 28 2013 – December 14, 2013**

- Station Detective

Compton Station ▪ Compton, CA **November 28, 2004 – July, 27, 2013**

- Patrol Deputy
- Field Training Officer
- O.S.S. (On Loan)
- Special Assignment Deputy

Inmate Reception Center ▪ Los Angeles, CA **October 31, 1999 – July 27, 2004**

- Inmate Processing
- Basic Custody Operations
- Mental Health Inmate Processing and Housing

P.D.C. East Facility ▪ Castaic, CA **July 15, 1998 – June 27, 1999**

- Custody Assistant - Dorm Officer

Education

Union Institute & University ▪ Coursework toward Bachelors of Arts Degree in Criminal Justice (90 units)
Mt. San Antonio College ▪ Walnut, CA | East Los Angeles College ▪ Monterey Park, CA

Skills and Training

- Middle Management Training Course
- Basic Course - Intensive
- Academy Instructor Certification Course
- Advanced Officer Course
- Recruit Training Officer Orientation
- Supervisory Course, Sergeant
- Field Operations School, Sergeant
- Orientation Day for Lieutenants / Sergeants
- Leadership Development Course
- Field Training Officers Course
- FEHA / ADA
- Child Abuse & Neglect
- Sexual Harassment for Supervisors
- Gang Investigators Course
- Criminal Investigations Course
- Larcis Investigator Case Management
- Rapid Responder (Active Shooter)
- Ethnic Relations and Gangs
- Safe and Smart Tactics Training
- Mobile Range Operations Procedures
- Traffic Collision Investigation
- Breath Alcohol Testing Device
- Analytical Interviewing and interrogations Course

Sheriff Department Awards

- 2004 Sheriff's Commendation
- 2005 Division Chief Commendation
- 2005 Unit Commander Commendation
- 2005 Division Chief Commendation
- 2006 Unit Commander Commendation
- 2007 Unit Commander Commendation
- 2007 Division Chief Commendation
- 2007 Unit Commander Commendation
- 2011 Quality of Service Awards
- 2011 Quality of Service Awards
- 2012 Unit Commander Commendation
- 2012 Division Chief Commendation
- 2013 Unit Commander Commendation
- 2015 Unit Commander Commendation
- 2015 Undersheriff / Assistant Sheriff Commendation
- 2017 Unit Commander Commendation

RECEIVED
NOV 22 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.
3:11pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Melissa Carlson

Address: [redacted] Irwindale, CA 91706

Occupation: Accounts Receivable Manager

Employer: Living Spaces Furniture

Address: 14501 Artesia Blvd. La Mirada, CA 90638

Home Phone: (626) [redacted] Business Phone: (877) [redacted]

Years in Irwindale: 2 yrs 7 months Registered Voter? Yes

Educational background / degree: Bachelor of Arts in Political Studies

Licenses or Special Certificates: _____

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want to be an active part of the community, I also want to help to make the community better for everyone + for future generations.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I am an active listener and have an open mind, which helps me to see things from differing perspectives. My degree also assists in knowing how to research + read proposals

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

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I was a member of student council in high school, a member of UFWSO in college and a member of the Diversity Council at work. Founding member of the Diversity Council & helped create the mission statement.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Melissa Carlson Date: 11/20/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 27 2023
CITY OF IRWINDALE
5:33pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Ruben Tapia

Address: [redacted] Irwindale 91706

Occupation: Designer / Manufacturer

Employer: Auto Venetian Blinds

Address: [redacted] Irwindale CA 91706

Home Phone: 626 [redacted] Business Phone: 626 [redacted]

Years in Irwindale: 40 Registered Voter? Yes

Educational background / degree: BS Industrial Design

Licenses or Special Certificates: N.A.

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) My heart is embedded in Irwindale & I would love to make conscious decisions that benefit my community through collaborations with my peers.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) Again, I have a servants heart & I want to contribute to the future development of my city for it's residents and my family.

Have you applied for a City Board or Commission before? Yes X No ____
If so, which one? ICF, Planning/Park & Rec

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I've worked construction, studied Architecture / Civil / Structural / Electrical Engineering & drafting and have a 20+ year career as a Design Engineer

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
X I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 11/18/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 30 2023
CITY OF IRWINDALE
5:43pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: PLANNING COMMISSION
(print or type name of one Board or Commission)

Name: RICHARD CHICO

Address: [redacted] IRWINDALE, CA 91706

Occupation: PROPERTY MANAGER

Employer: PIONEER PROPERTIES

Address: 15335 VALLEY BLVD. FONTANA, CA 92335

Home Phone: 909 [redacted] Business Phone: 909 [redacted]

Years in Irwindale: 83 Registered Voter? YES

Educational background / degree: 3 YRS COLLEGE

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. CITY COUNCIL 1968-1976 AND 1988-1992 PLANNING COMMISSION 2005 TO PRESENT

Please answer the following questions completely

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

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) MY EXPERIENCE AS A PROPERTY MANAGE AND MY TENURE AS A COUNCILMAN AND PLANNING COMMISSIONER.

Have you applied for a City Board or Commission before? Yes ✓ No ____
If so, which one? PLANNING COMMISSION

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: PREVIOUS EXPERIENCE AS ELECTED & APPOINTED OFFICIAL.

CERTIFICATION

By initialing below, I certify:

RC I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Richard Ruiz Date: 11/30/2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

ATTACHMENT TO APPLICATION BY RICHARD CHICO FOR APPOINTMENT TO PLANNING COMMISSION

I would like to continue to contribute to the development of the business landscape in Irwindale. There are several projects on the horizon which are going to require close attention during the planning stages.

The property known as the Irwindale Event Center will undoubtedly go through some major changes in the near future. The history of the soil and its stability might result in questions regarding future development.

The Owl pit, which is currently undergoing some remediation work by the developer, will be an interesting development.

The property on Vincent will need to be studied very closely. It's proximity to the proposed residential development and the surrounding residential areas makes it a very important project.

It is imperative that during the approval process that the environmental elements and safety of the residents come first while trying to maximize the economic potential for the city.

RECEIVED
DEC 06 2023
CITY OF IRWINDALE

10:05am

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Justin Kelly

Address: [redacted]

Occupation: Journeyman Inside Wireman

Employer: N/A

Address:

Home Phone: ( ) Business Phone: (cell) [redacted]

Years in Irwindale: 17 Registered Voter? yes

Educational background / degree: 5 year completed Apprenticeship

Licenses or Special Certificates: State Certified Electrician

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want to give back to the community that has given so much to my family. I want to be more involved with the community, hands on.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) Ive been apart of every aspect of construction and building trades, Ive been involved with my union meetings for 10 years and I know the process

Have you applied for a City Board or Commission before? Yes 5 No ____

If so, which one? parks and Rec / Planning

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: proficient at reading blue prints, the ability to learn quickly, good team player, involved with politics for many years.

CERTIFICATION

By initialing below, I certify:

JH I am a registered voter in the City of Irwindale
___ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: 12/04/2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
1:40 pm
DEC 06 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Robert Gallegos

Address: [redacted] Irwindale, CA 91706

Occupation: Departmental Civil Service Representative

Employer: Los Angeles County Probation Department

Address: 9150 East Imperial Highway, [redacted] Downey, CA 90242

Home Phone: (626) [redacted] Business Phone: (562) [redacted]

Years in Irwindale: 7 Registered Voter? Yes

Educational background / degree: Associates of Science

Licenses or Special Certificates: Administrative Hearing & Labor Arbitration; CA Peace Officer Standard & Training Basic, Intermediate, Advance, & Supervisory POST Certificates

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. None

Please answer the following questions completely

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

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

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

If so, which one?

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Please see attached. _____

_____

_____

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature:  Date: 12/6/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

Licenses or Special Certificates:

- Administrative Hearings & Labor Arbitration
- California Police Officer Standards and Training Supervisory Certificate
- California Police Officer Standards and Training Advance Certificate
- California Police Officer Standards and Training Intermediate Certificate
- California Police Officer Standards and Training Basic Certificate
- Riverside County Police Background Investigations
- Rio Hondo Police Academy

What are you reasons to serve on the Board or Commission?

Have 26 years' experience as a public employee serving the residence of the County of Los Angeles. I have a desire to serve, and I want to give back to the community in which I call home.

Why do you feel you would make a good Board Member or Commissioner?

I have a vested interest in the community where I live, and plan on retiring. My 26 years' experience working in government of the County of Los Angeles has provided me with knowledge in analyzing problems and making recommendations for solutions. I have leadership experience as a former Police Sergeant. I also have experience in working in committees representing the County of Los Angeles (Joint Labor Management Committee).

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

I have vast knowledge of analyzing problems and recommending solutions. My experience includes working with Executive Level Staff of the Department regarding high profile discipline cases regarding peace officers. I work on and complete complex cases with a strict deadline. I am also a team player and work well with others.

Robert Gallegos
[redacted]rwindale, CA 91706/ 626.[redacted]
[redacted]

Objectives

To bring my Performance Management experience to a new work environment where I can learn and grow.

Experience

Los Angeles County Probation Department, Performance Management

12/2018- Present – Department Civil Services Representative

- Prepare letters of discipline from substantiated Internal Affairs investigations.
- Review written, video, photographic, and audio evidence.
- As a subject matter expert, provide recommended discipline levels and other solutions regarding discipline to decision makers.
- Represent the Department during *Skelly* meetings.
- Write settlement agreements on behalf of the Department.
- Monitor cases sent out to outside counsel or DHR Advocacy.

Los Angeles County Agricultural Commissioner/Weight and Measures, Performance Management/Employees Relations Unit

2/2015-11/2018 - Senior Department Personnel Technician

6/2014-1/2015 -Management Analyst (out of class bonus for Sr. DPT)

- Manage the Performance Management and Employee Relations Unit.
- In the absence of the HR Manger, function as the lead over ACWM HR.
- Conduct administrative investigations regarding misconduct, prepare investigation reports, interview subjects and witnesses.
- Prepare letters of discipline.
- As a subject matter expert, provide recommended discipline levels and other solutions regarding discipline to decision makers.
- Represent the Department during *Skelly* meetings.
- Represent the Department on all matters pertaining to labor-union relations including Grievances, and Joint Labor Management Meetings.
- Represent the Department during union contract bargaining.
- Reasonable Suspicion Officer, including Drug and Alcohol-Free Workplace Policy enforcement.

Robert Gallegos
[redacted] Irwindale, CA 91706/ 626.[redacted]

Los Angeles County Public Health, Performance Management
2/2014-5/2015 – Management Analyst
6/2013-1/2014 -Administrative Assistant III
9/2010-5/2013- Administrative Assistant II

- Conduct administrative investigations regarding misconduct, prepare investigation reports, interview subjects and witnesses.
- Prepare letters of discipline.
- As a subject matter expert, provide recommended discipline levels and other solutions regarding discipline to decision makers.
- Reasonable Suspicion Officer including Drug and Alcohol-Free Workplace Policy enforcement.

Los Angeles County Police/Office of Public Safety
6/2007-8/2010 – Police Sergeant
8/2006-5/2007 -Police Officer/Background Investigator
12/1997-7/2006- Police Officer

- Police Sergeant: Supervise up to twelve (12) Police Officers, complete annual PE's on officers, investigate, personnel complaints, approve police reports, and monitor training compliance.
- Background Investigator: Conduct police background investigations on police applicants.
- Police Officer: Provide public safety by maintaining order, respond to emergencies, protect persons and property, enforce vehicle and criminal laws, arrest/detain perpetrators of crimes, and testify in court.

Education

RIO HONDO College Associate of Science, Administration of Justice -12/2019

Professional Certifications

- Administrative Hearing & Labor Arbitration
- California Police Officer Standards and Training Supervisory Certificate
- Riverside County Sheriff Supervisor School Certificate
- Riverside County Sheriff Background Investigation School Certificate
- Rio Hondo Police Academy Certification of Completion

RECEIVED
DEC 06 2023
CITY OF IRWINDALE

5:01 pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: PLANNING COMMISION
(print or type name of one Board or Commission)

Name: GABRIEL MARES

Address: [redacted] IRWINDALE, CA, 91010

Occupation: UNION ELECTRICIAN

Employer: IBEW LOCAL 11

Address: 6023 GARFIELD AVE, COMMERCE, CA, 90040

Home Phone: (626) [redacted] Business Phone: ( )

Years in Irwindale: 42 Registered Voter? YES

Educational background / degree: ELECTRICAL TRAINING INSTITUTE

Licenses or Special Certificates: CERTIFIED GENERAL ELECTRICIAN NO. 154379

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

Please answer the following questions completely

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

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

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

If so, which one? ____

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

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
X I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: 12/06/2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

Application for Appointment to Board or Commission
(Answers continued from application)

1. What are your reasons for wanting to serve on the Board or Commission?

As a resident of Irwindale for 42 years, I feel that I would be a great asset to the Planning Commission. My commitment and involvement with the city throughout my life will serve as a resource to help plan and shape the future of Irwindale. I am interested in being a positive voice for our community.

2. Why do you feel that you would make a good Board Member or Commissioner?

I feel that I would be a good Commissioner because I am passionate about our mission to provide excellent public service and responsible leadership to our citizens. In addition, I feel that my personal work experience as a Union Electrician for over seventeen years will serve as beneficial on the planning commission bringing expertise in the electrical and labor industry as well as extensive project management and supervisory experience.

3. Abilities, experience, and interest which you believe would contribute to your participation in municipal government?

I have been a Foreman for over 3 years working on large high end projects. In these roles I have had to work with a variety of departments and other managers to get our initiatives completed. I have managed teams anywhere from 5-20 Journeymen, supervising their tasks to ensure quality and utilizing project management skills to ensure priorities are met. I have excellent interpersonal skills that allow me to work well with a team and provide effective solutions. Additionally, having worked on a wide range of buildings including residential, industrial and convention centers, my experience helping to direct and shape land use has proven effective, sustainable and beneficial.

Gabriel Marez
[redacted]
[redacted]

Gabriel Marez

[redacted]
Irwindale CA 90101
[redacted]

Professionally trained IBEW Local 11 member and a lifelong learner with exceptional interpersonal and leadership skills. Technically sound in all areas of the electrical industry.

EXPERIENCE

IBEW Local 11- Electrical Foreman

2019 - CURRENT

- Plan, supervise and perform industrial electrical and commercial repair work
- Maintain productivity, quality control, labor costs, schedule, safety and acquisition of materials.
- Supervise and coordinate a team of electricians and ensure the successful completion of electrical projects

IBEW Local 11- Journeyman Wireman

2011-2019

- Ground up conduit and wiring systems for residential and industrial
- Slab on grade conduit installation, wiring, and planning for numerous commercial spaces
- Commercial installation of power systems and grounding grids
- Installation of concrete encased rigid and ocal rigid conduit
- Design build proper lighting control systems

EDUCATION

Electrical Training Institute — *Certified General Electrician*

JUNE 2006

Baldwin Park Community Education — *Certificate of Electrical / Residential and Industrial Technologies*

JANUARY 2006

PROJECTS

Los Angeles Auto Show — November 2023

Foreman

SKILLS

Leadership / Supervisory

Project Management

Quality Assurance Control

Low Voltage Supply Systems 50v

Electrical/Residential & Industrial Technology

CERTIFICATES

California Certified General Electrician No. 154379

OSHA 10 / OSHA 30

Adult/Child/Infant CPR First aid Certified

AED Certified

Comic-Con Los Angeles— December 2023

Foreman

Weymouth Water Treatment Plant— February 2020

Foreman

The Vermont Towers— 2016

Journeyman Inside Wireman

Dodger Stadium Renovation— 2013-2014

Journeyman Inside Wireman

Los Angeles Unified School District New Building— 2011

Journeyman Inside Wireman

City of Los Angeles Detention Facility— 2007

Journeyman Inside Wireman

RECEIVED
DEC 06 2023
CITY OF IRWINDALE

5:17pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Eric Lopez

Address: [redacted] Irwindale, CA. 91706

Occupation: Accounts Manager

Employer: DXP Enterprises

Address:

Home Phone: (626) [redacted] Business Phone: ( )

Years in Irwindale: 30 Registered Voter? yes

Educational background / degree: ELAC A.A.S.

Licenses or Special Certificates:

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I grew up here in Irwindale with my Grandparents Gilbert and Jenny Lopez and their love of this city inspires me to help sustain it and watch it grow.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) Always being active in my community and being a quick learner I feel I can utilize these qualities towards making positive decisions for the betterment of our future.

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

If so, which one?

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I have served as a volunteer in leadership roles in the Southbay and OC. with various groups and non-profits.

CERTIFICATION

By initialing below, I certify:

EC I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 12/6/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

City Council Item #23.D.

City of IRWINDALE AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Appointment of Two Senior Citizen Commissioners

City Manager's Recommendation:

Adopt Resolution No. 2023-85-3463 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager — Electronically Approved

Prepared by:

Laura Nieto, Chief Deputy City Clerk — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager — Electronically Approved

Background and Analysis:

The term for Senior Citizen Commissioners Caroline Acosta and Maggie Guzman will expire on December 31, 2023. Notices were sent to City Councilmembers, Commissioners and residents,

pursuant to Resolution No. 2007-01-2187; and the vacancies have been posted, pursuant to California Government Code Section 54970 (Maddy Act).

The following applications were submitted by the deadline of Wednesday, December 6, 2023 (in order received). Pursuant to Resolution No. 2020-60-3220, there were no late applications received.

Rolando Munoz Chicas
Natalie Orosco
Caroline Acosta
Robert T. Lopez
Linda S. Marez

Per Irwindale Municipal Code Section 2.56.020:

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

All applicants have certified on their applications that they meet the minimum age requirement for consideration of appointment to the Senior Citizen Commission.

It would be appropriate for the City Council to make two appointments to the Senior Citizen Commission, for three-year terms expiring December 31, 2026.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. Resolution No. 2023-85-3463 Appointment of Senior Commissioners
2. Senior Citizen Commission Applications

RESOLUTION NO. 2023-85-3463

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE

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

Section 1. Pursuant to Irwindale Municipal Code Section 2.56.020, the following are appointed to the Senior Citizen Commission of the City of Irwindale, to serve terms of office to commence January 1, 2024, and to expire on December 31, 2026.

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed members.

PASSED, APPROVED, and ADOPTED this 13th day of December 2023.

_____
Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-85-3463 was adopted at a regular meeting of the Irwindale City Council held on the 13th day of December 2023, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

RECEIVED
NOV 01 2023
CITY OF IRWINDALE

12:45pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Rolando Munoz Chicas

Address: [redacted] Irwindale, CA 91706

Occupation: Retired Veteran

Employer: Retired Military

Address: N/A

Home Phone: 626 ( ) [redacted] Business Phone: ( )

Years in Irwindale: 3 years Registered Voter? Yes

Educational background / degree: Bachelor's degree from Columbia College

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Vice president of the El Monte Comunity home owners Association from aprox 1998 to 2003.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) to help city council to Administering the city's Senior citizen programs.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) Because I am active member of the Irwindale Senior Center And I can give recommendations to the city Council and the city manager on all matters relating to policies and programs

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

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: After serving in the military for over 33 years; I have extensive and relevant leadership experience, that will help me with preparation, confidence and good working relationship with the board members.

CERTIFICATION

By initialing below, I certify:

JW I am a registered voter in the City of Irwindale
___ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: 01 NOV 2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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



PROFILE

Multi years of experience in Operations and planning multimillion dollar business operations. Knowledgeable about regulatory requirements and successful strategies for maintaining optimal controls. Successfully optimizes frameworks and cultivates cohesive teams to meet and exceed business financial goals. Disciplined professional with uncompromising integrity.

CONTACT

PHONE: [redacted]

EMAIL: [redacted]

HOBBIES

Travel
Golf
Advise potential Soldiers, Soldiers and Veterans

ROLANDO MUNOZCHICAS

OPERATIONS / PLANNER / ANALYST

EDUCATION

Columbia College, Los Alamitos, CA
Degree awarded: Bachelor's in general studies
14 June 2019

Citrus College, Glendora, CA
Degree awarded: Associate of Science Computer Information Systems
25 May 1995

WORK EXPERIENCE

CA Army Nat Guard, Recruiting Battalion, RCP-South Operations
From 1 June 2019-To 31 July 2022
Responsible for personal readiness, training, pay, logistic planning, and supply accountability; anticipates and recommend solutions in need of the unit. Analysis of recruiting trends; review and track daily production.

CA Army Nat Guard, Recruiting Battalion, RSP Los Alamitos Readiness
From 1 April 2017–To 31 May 2019
Responsible for the readiness and overall operations of the RSP site. Responsible for over 200 recruits and 20 instructors; Coordinate activities and training, meals, and beds. Track all recruits training.

CA Army Nat Guard, 315 Engineer Vertical Construction Company, Operations Sergeant
From 1 AUG 2014-To 31 March 2017
Plans, resources, supervises, and assesses company construction operations. Ensures day to day operations within the headquarters company is spotless and on time.

SKILLS

- Problem solving and analytical skills
- Strong work ethic, with multitask ability
- High attention to detail
- Strong leadership skills
- Ability to work in fast paced environment
- Needs little supervision to complete any task on hand

RECEIVED
NOV 14 2023
CITY OF IRWINDALE
3:13pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Natalie Orasco

Address: [redacted]

Occupation: Retired.

Employer: _____

Address: _____

Home Phone: (626) [redacted] Business Phone: ( ) _____

Years in Irwindale: 25 years Registered Voter? Yes

Educational background / degree: High School

Licenses or Special Certificates: Upper San gabriel Valley municipal Water District

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Senior Citizen Commissioner 2009-2010, Senior Citizen Commissioner 2021-2023

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) Because I believe that i can lend my voice to help bring some issues that my fellow Seniors don't get todo.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I believe that i am a good listener and a fair judge of character, which would help the board be more diverse

Have you applied for a City Board or Commission before? Yes X No ____
If so, which one? Senior Citizen Commissioner

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Because i have previously served on this board before, I understand the demands And needs that is asked of me. Also my Ability to Communicate And listen Are my best qualities.

CERTIFICATION

By initialing below, I certify:

N.O I am a registered voter in the City of Irwindale
N.A I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Natalie Orozco Date: 11-14-23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 22 2023
CITY OF IRWINDALE

11:33am

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Caroline Acosta

Address: [redacted] Irwindale

Occupation: Retired

Employer: _____

Address: _____

Home Phone: 626 [redacted] Business Phone: ( ) _____

Years in Irwindale: 73 yrs. Registered Voter? Yes

Educational background / degree: 12th grade education and graduate

Licenses or Special Certificates: 1985 Citizen of the year

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

Please answer the following questions completely

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

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

Have you applied for a City Board or Commission before? Yes X No ____
If so, which one? Senior Citizens and Recreation

What are your reasons for wanting to serve on the Senior Citizen Commission?

Being able to serve on the Board or Commission will give me the opportunity to give back to the people and City of Irwindale. In this position, I will also have the ability to serve the needs of the seniors. I have also served the last 3 years on the Senior Citizen Commission, and I feel I can still offer more to our seniors for them to have a better quality of life.

Why do you feel that you would make a good Senior Citizen Commissioner?

In 1985 I helped create the programs for the Seniors and assist in opening the Senior Center. By having 15 years of experience with working in the Senior Center, I feel that I have great cooperation skills which can help us strive for a better community. I would also be willing to involve myself in community events and work as a volunteer. I am also retired and want to start a new "career" in helping our community and serving actively on a board would give me meaningful work with a flexible schedule.

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

I have worked 15 years in the Senior Center as a Senior Center Coordinator, and as a leader, I want to share this skill. I am familiar with the type of programs the Senior Center offers and with the Senior Center staff. I have worked well with them in the past and look forward to working with them more in the future to better our community.

RECEIVED
NOV 29 2023
CITY OF IRWINDALE
3:33pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Robert T. Lopez

Address: [redacted] Irwindale CA 91706

Occupation: Retired Irwindale Senior Center Leader / Bus Driver

Employer: Retired from the City of Irwindale

Address: 5050 N. Irwindale Ave. Irwindale CA 91706

Home Phone: (626) [redacted] Business Phone: ( ) N/A

Years in Irwindale: 62 Registered Voter? Yes

Educational background / degree: Some College

Licenses or Special Certificates: N/A

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I would like to help my fellow Senior Community by offering support and ideas for Staff's consideration.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) As an active community member, I believe I can offer an unrepresented perspective and assist in increasing the interst and involvement of more Irwindale Seniors.

Have you applied for a City Board or Commission before? Yes X No ____
If so, which one? Senior Citizen Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I will use my 30 years of experience working at the Irwindale Senior Center along with sharing the interests and input of my community to support the City's goals.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: November 28, 2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
DEC 05 2023
CITY OF IRWINDALE

5:56pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Linda S. Marez

Address: [redacted] Irwindale

Occupation: Retired

Employer: N/A

Address: N/A

Home Phone: (626 [redacted] Business Phone: ( )

Years in Irwindale: 60 years Registered Voter? yes

Educational background / degree: High School graduate, some college

Licenses or Special Certificates:

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I have lived in Irwindale most of my life, and I have a great love for this community. My grandfather, Mike Martinez, →

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I feel I would make a good commissioner because I am very involved at the senior center. I attend various exercise classes and activities. I have first hand knowledge of the workings of the Irwindale Senior Center.

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

If so, which one? Recreation and Senior commission.

was very involved with city matters. He was instrumental in Irwindale becoming a city. I wish to follow in his footsteps and give back to my community. I feel I could do an amazing as a commissioner because I love Irwindale.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I attend all Recreation and Concil meetings. I like to hear first hand what is going on in my community. I am very interested in participating in municipal goverment.

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
X I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Linda S. Marez Date: Dec. 4, 2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

City Council Item #23.E.

City of IRWINDALE AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Appointment of a Planning Commissioner to Fill an Unscheduled Vacancy for a term expiring December 31, 2025

City Manager's Recommendation:

Adopt Resolution No. 2023-95-3473 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE TO FILL AN UNSCHEDULED VACANCY FOR A TERM EXPIRING DECEMBER 31, 2025" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager — Electronically Approved

Prepared by:

Laura Nieto, Chief Deputy City Clerk — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager — Electronically Approved

Background and Analysis:

On Thursday, November 9, 2023, staff received the resignation of Planning Commissioner Enoch Burrola, thereby creating an unscheduled vacancy on the Planning Commission for Mr. Burrola's term, which expires on December 31, 2025.

In accordance with California Government Code 54974 (a) "Whenever an unscheduled vacancy occurs in any board, commission, or committee for which the legislative body has the appointing power, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the clerk of the local agency, on either the local agency's Internet Web site or at the library designated pursuant to Section 54973, and in other places as directed by the legislative body, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final appointment to the board, commission, or committee shall not be made by the legislative body for at least 10 working days after the posting of the notice in the clerk's office."

On Monday, November 13, 2023, the City Clerk's Office posted a Notice of Unscheduled Vacancy for the Planning Commission at City Hall, the Library and Post Office and sent a Citywide mailer to all residents advertising the vacancy. The deadline for submission of applications was Wednesday, December 6, 2023 at 6:00 p.m.

The following individuals timely submitted applications for consideration of appointment to this vacancy and are listed below by the date received in the City Clerk's Office. Pursuant to Resolution No. 2020-60-3220 there were no late applications received.

Patricia Gonzales
Teresa Ortiz
Anthony Daniel Naranjo
Justin Kelly
Joseph Valentino Rodriguez II
Melissa Carlson
Ruben Tapia
Albert "Albie" Acosta
Robert Gallegos
Gabriel Marez
Eric Lopez

Per IMC section 2.28.020 (E), "Vacancies to the commission shall be filled by the council in the same manner as new appointments are made, except that such an appointee shall serve only for the unexpired term of the person whose seat he/she has been appointed to."

Fiscal Impact:

There is no fiscal impact associated with this action. The stipend paid to Commissioners has previously been budgeted.

Attachments:

1. Resolution No. 2023-95-3473 Unschedule PC Vacancy - Term Expiring 2025
2. Planning Commission Applications - Unscheduled 2025

RESOLUTION NO. 2023-95-3473

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE TO FILL AN UNSCHEDULED VACANCY

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

Section 1. Pursuant to Irwindale Municipal Code Section 2.32.020, the following person is appointed to the Planning Commission of the City of Irwindale, to fill an unscheduled vacancy with a term expiring December 31, 2025.

_____

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed member.

PASSED, APPROVED, and ADOPTED this 13th day of December, 2023.

_____
Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-95-3473 was adopted at a regular meeting of the Irwindale City Council held on the 13th day of December 2023, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

RECEIVED
OCT 30 2023
CITY OF IRWINDALE

8:53am

RECEIVED
NOV 09 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Patricia Gonzales

Address: [redacted]

Occupation: Retired

Employer: _____

Address: _____

Home Phone: ( ) _____ Business Phone: ( ) _____

Years in Irwindale: 15+ Registered Voter? yes

Educational background / degree: Bachelors/Master Organizational leadership

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Previously on Planning Commission. Currently serving as Senior Commissioner

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) To participate in the growth of the City and its Community.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I'm objective. My decisions are made for the entire community not a family

Have you applied for a City Board or Commission before? Yes ✓ No ____
If so, which one? Planning and Senior Commissions

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Previously a Planning Commissioner. I research all aspects brought up in meetings and consult with Planners for explanation for things I don't understand. I am interested and would like to be a part of the city's growth.

CERTIFICATION

By initialing below, I certify:

✓ I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: Oct 30, 2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 14 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Teresa Ortiz

Address: [redacted]rwindale CA 91706

Occupation: [redacted]

Employer: UCLA Health

Address: 200 Medical Plaza Driveway Los Angeles CA 90095

Home Phone: ( ) [redacted] Business Phone: ( ) [redacted]

Years in Irwindale: 5 Registered Voter? Yes

Educational background / degree: Some college

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. I have served on the parks and recreation Commission for 3 years.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want to continue to make a difference in my community. I want to continue to build and improve Programs that are offered for all community members. Another reason I want to continue to serve Is personal fulfillment.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I believe I would make a good commissioner because of my passion and motivation to improve Our community for all. I believe my experience as a commissioner proves my drive and success to The city.

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

If so, which one? Parks and recreation comission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I believe my relevant experience as a present commissioner would continue to benefit the Community. I believe my positive attitude, work ethic and long term goals align with the Requirements, making me a committed and valuable asset in municipal government.

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature:  Date: 10/30/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED 10am fr

NOV 20 2023

CITY OF IRWINDALE
CITY CLERKS DEPT.

UNSCHEDULED PLANNING COMMISSION VACANCY - TERM EXPIRING 12/31/2025

DUE WEDNESDAY, DECEMBER 6, 2023 AT 6:00 P.M.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commission - Term Exp: 2025
(print or type name of one Board or Commission)

Name: Anthony Daniel Naranjo

Address: [redacted] Irwindale, Cal 91706

Occupation: Retired

Employer: N/A

Address:

Home Phone: (760) [redacted] Business Phone: ( )

Years in Irwindale: 8 Years Registered Voter? Yes

Educational background / degree: Bachelors Degree - Construction Management

Licenses or Special Certificates: formerly held Class (B) General Contractors Lic Realestate license

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Planning Commission, City Council City of Azusa 1986-1997 (see Resume Attached)

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) My Ability To Provide and ensure high-quality development within the community. To carry out Goals, Policies and objectives As set fourth By the city Council, and to ensure compliance with zoning ordinances and the city's General Plan.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) My Experience To Provide fairness, Compassion, Respect, for others, Responsibility, Integrity, Public Trust and Vision to Balance the Publics Interest with Bussiness wants, needs And Laws and ordinances for creating a well Balanced Community.

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

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: My Ability to Effectively Communicate, Being a Team Player Understanding of City Government Policies and Procedures, Bussiness Experience Construction Knowledge and Development Standards, And my Ability to Bring Both sides of Issues To the Table, To Provide Effictive Interaction and open Dialouge To meet the Communitys Vision And Expections of Sound Development, and Planning goals.

CERTIFICATION

By initialing below, I certify:

TM I am a registered voter in the City of Irwindale
TM I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: 11/19/2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

Resume Of Anthony D. Naranjo

Anthony Daniel Naranjo; Born [redacted]
[redacted]
Irwindale, Ca. 91706
[redacted] Married Wife Elaine, (2) Children Doreen 40 & Daniel 31 And a Granddaughter Sophia (9)

Education History:
Bachelor of Science- Construction Management and Cost Estimation
Career Management Institute (Orange, Ca. Campus) 2003-2006
1518 W. La Veta Ave
Orange, Ca. 92868

Associate Arts Degree- Administration of Justice
East Los Angeles City College 1981-1983
1301 Avenida Cesar Chavez
Monterey Park, Ca. 91754

High School- General Education Diploma
Gladstone High School
1340 N. Enid Ave
Covina, Ca. 91722

Employment History:

San gabriel Valley Conservation Corps
El Monte, California
Interim Executive Director and Operations Manager 2014-2016
(At Risk Youth Development and Charter School Non Profit Agency)

General Development Inc.
West Covina, California
Owner/ Operator 1992-2012
General Contractor Class (B)
(Residential and Commercial Building and Remodeling)

Victor Valley Real Estate Partners LLC
Apple Valley and San Bernardino California
Broker/ Land Development 2006-2014
(Land Assembly, Development, & Real Estate Sales & Property Management)

Naranjo & Sons Construction
Azusa, California
Estimator/ Construction Project Manager RMO 1980-1992
Concrete and Storm Drain, Public Projects (C8, C29, C32)

Public Offices Held:
Mayor Pro-Tem City of Azusa (1988-1997)
Planning Commission City of Azusa (1986-1988)
California Public Power Authority Commission Washington D.C. (1989-1992)
California Public Power Utilities -Board Member (1988-1997)
Police Liaison Commissioner Azusa Police Department(1992-1997)
Chairman Azusa Drug and Gang Task Force (1989-1999)
California Contractors Board (Ethics Committee Board Member) (1995-1999)
Auxiliary Police Officer Glendora Police Department (1983-1990)

Skills:
Construction Building and Planning, Cost Estimation, Blueprint Knowledge, Safety Standards,Real Estate Development, Local government Policies and Procedures, Public Speaking and Communication, Budgeting, Leadership and Team Building, and by Listening to others,Using my Knowledge and Understanding of Both Community Issues and City ordinances, Being Fair and Open Minded, Being Prepared, Using my Ability to Communicate,incorporating my Analytic Ability and Relevant Experiences.

Summary Of Personal Objectives:
I personally Enjoy Serving My Community, As a means of gaining new skills,sharing diverse viewpoints, and frankly stepping out of my comfort zone, As well as developing Implementing and maintaining a Holistic, Unified, & Comprehensive plan that reflects both the Vision, and Desire of the Community as a Whole, and Meets the Shared and Unified Goals and Objectives of All Community Members, Not just a Select Few, And to Share My Vast Business and Political Experience in Both Civic, Business and Private Sectors, Which Helps Foster Stronger Understanding of City Government, and How it's Role Interacts with the everyday lives of it's Citizens.

I enjoy Promoting Strong and Ethical, Working relationships with Community, City Council members, City Staff & Other Boards and Commissions, and Especially the Community At Large, in Which Fosters a Greater Honest and Open Communication Between the General Public and Local, State, and Federal Agencies, that help Bring in More Responsible Business, that give back to the Community in many ways, As Well it Promotes Community Values with CorporateValues to Enhance the Community, Without Altering Its Historical Preservation.

And Finally, I Enjoy the Ability to Listen, Think, and Help Create New and Innovative Goals and Objectives, That Bring back the The Community with a Better and Broader Understanding of how and why their Council and Boards and Commissions, and City Staff, Often Time Make the Tough Decisions Each and Every Day, Based on the Information and Understanding that are given to them, Balanced with the Law and The Regulations and Policy Determination Decisions, That Help Make their City a Stronger and Safer and Economically More Viable Place to Live, Work and Play Each and Every Day.

Personal Life:
I grew up in the City of Azusa, where I am a 4th Generation Native American, whos Grandparents were Born at Rancho Santa Anita, Mission San Gabriel (Gabrellino Indians)
I lived in the City of Azusa for more than 40 Years, where I Raised My Family, And Operated (2) Two restaurants and a Fast Food Tastee Freeze and Yogurt shop as well as my Construction and Real Estate & Development Business, I Built my Parents their Home in Irwindale In 1989 , when they moved from

Azusa to Irwindale, and I later Myself Moved to Irwindale in 2014, and Have Enjoyed interacting with many of the Irwindale family as a Neighboring City Councilmember,and Now Resident of This Fine and Unique Community, where some of my family have lived for Many Decades... I Am Retired and I Truly Enjoy Being involved in City Government, And Giving back to a Proud Community, By Becoming Actively Involved and Serving, Which is and will Always be My Commitment and My Calling.

UNSCHEDULED PLANNING COMMISSION VACANCY - TERM EXPIRING 12/31/2025

DUE WEDNESDAY, DECEMBER 6, 2023 AT 6:00 P.M.

RECEIVED 12:45pm
NOV 20 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Justin Kelly

Address: [redacted] Irwindale CA 91706

Occupation: Journeyman Inside Wireman

Employer: NA

Address:

Home Phone: ( ) _____ Business Phone: (626) [redacted]

Years in Irwindale: 17 Registered Voter? yes

Educational background / degree: HS Grad + 5 year Electrical Trade School

Licenses or Special Certificates: State Certified General Electrician

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I have been an active member of the community for almost 20 years and feel a calling to take the next step in serving the community.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I have been a part of many organizations for some time. I know how much work and dedication by every member it takes to advance in a positive direction.

Have you applied for a City Board or Commission before? Yes ✓ No ____
If so, which one? Parks and Rec

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I have been a tradesman for 20 years, member of local 11 for 10 years. active participant in all of our meetings currently running for Examining board for local 11.

CERTIFICATION

By initialing below, I certify:

JT I am a registered voter in the City of Irwindale
JT I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 11-16-23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 2 1 2023
CITY OF IRWINDALE
10:45am SL

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commission

Name: Joseph Valentino Rodriguez II

Address: [redacted] Irwindale, California, 91706

Occupation: Lieutenant

Employer: Los Angeles County Sheriff's Department

Address: 211 W Temple St, Los Angeles, CA 90012

Home Phone: [redacted] Business Phone: [redacted]

Years in Irwindale: 47 Registered Voter? Yes

Educational background / degree: 120 college credits. No Degree

Licenses or Special Certificates: Peace Officer Standards and Training (**POST**) Certified

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

I have served on the Peace Officers Association of Los Angeles County Committee, Absence Follow Up Committees during my employment with The Los Angeles County Sheriff's Department, Unit Fund Committees, Christmas Party Committees, Baker to Vegas Committees, Motorcycle Ride Committees, and Gym Fund Committees.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission?

As a 47-year resident of Irwindale, my deep connection to the community fuels my desire to serve on the City Planning Commission. With my extensive background and experience I am well equipped to contribute to decision making and collaborate effectively alongside fellow members, city officials and community.

I would like to have a voice in the decision-making process of future development plans, focusing on improving the quality of development while preserving the character of our residential neighborhoods. I care about my community and want the opportunity to give back by providing good service and leadership. I have a growing interest in Planning, Land Use, and Local Government issues. Serving on the planning commission is an opportunity for me to broaden my knowledge while playing a role in shaping the development of our city. I am excited about the possibility of serving on the City Planning Commission and contributing to the continued success of our beloved city.

Why do you feel that you would make a good Board Member or Commissioner?

During the course of my career for the Los Angeles County Sheriff's Department, I have been afforded the opportunity to work with dedicated men and women in the public sector arena and its administration respectively. Additionally, I have worked with community leaders and other key personnel on the development and implementation of local and state laws for the better advancement of the community. The depth of my experience has allowed me to learn many facets of government. My work ethic and enthusiasm has been consistent throughout my career, and I bring a clean and polished background. As a Planning Commissioner for the City of Irwindale, I would continue to bring my loyalty, honesty and dedication to the people I serve. I believe my ability to establish relationships and foster effective collaborative problem solving and decision-making will greatly benefit the community.

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

If so, which one?

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

I am Self-motivated, organized, and a detailed-oriented professional. I offer extensive experience in investigations, office administration and operations, including policy and incident review, data and force analysis, inspections, and research. I have a great combination of report writing skills and aptitude to accomplish accurate and well-ordered work during demanding operations and time sensitive schedules. Extremely committed to getting the job done and achieving the highest results. Creative thinker with the ability to perform complex projects within fast-paced and time-sensitive environments. People-person and goal-driven, with a reputation for developing and maintaining positive relationships with all levels of individuals from diverse backgrounds. Exemplified superior work ethic, combined with genuine commitment to customer service and satisfaction. Articulate communicator and technically proficient with Microsoft Office, Excel, and social media.

Signature: _____ Date: _____

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

Joseph V. Rodriguez #453093
[redacted] Irwindale CA 91706
Work Phone: [redacted]
Cell Phone: [redacted]
Email: [redacted]

Experience: 24 Years in Professional Law Enforcement

Profile

- Background in developing training curriculum, teaching and mentoring
- Diverse background in policing communities throughout Los Angeles County
- Experienced in intelligence gathering, investigations, and surveillance
- Office administration and operations, to include policy and incident review, data and force analysis

Century Sheriff Station▪ Lynwood, CA **December 11, 2023 – Present**

- Watch Commander

Training Bureau▪ Recruit Training Unit▪ Tactics and Survival Unit ▪ September 9, 2019 – December 10, 2022

- Supervised Deputy Sheriff / Participating Agency Recruit Academy Classes
- Supervised, trained, mentored, and evaluated performance of subordinate personnel and support staff
- Supervised shift operations by maintaining sufficient staffing levels
- Performed administrative duties

Compton Sheriff Station ▪ Compton, CA **February 4, 2018 – September 7, 2019**

- Line Sergeant
- Scheduling Sergeant
- Training Sergeant
- Training Bureau-RTU (On-Loan) Staff Sergeant
- Supervised Deputy Sheriff Recruit classes

Court Services Transportation Bureau▪ County of Los Angeles, CA **December 15, 2013 – February 3, 2018**

- Line Sergeant
- Scheduling Sergeant
- Training Sergeant
- Operations Sergeant

Industry Sheriff Station ▪ City Of Industry, CA **July, 28 2013 – December 14, 2013**

- Station Detective

Compton Station ▪ Compton, CA **November 28, 2004 – July, 27, 2013**

- Patrol Deputy
- Field Training Officer
- O.S.S. (On Loan)
- Special Assignment Deputy

Inmate Reception Center ▪ Los Angeles, CA **October 31, 1999 – July 27, 2004**

- Inmate Processing
- Basic Custody Operations
- Mental Health Inmate Processing and Housing

P.D.C. East Facility ▪ Castaic, CA **July 15, 1998 – June 27, 1999**

- Custody Assistant - Dorm Officer

Education

Union Institute & University ▪ Coursework toward Bachelors of Arts Degree in Criminal Justice (90 units)
Mt. San Antonio College ▪ Walnut, CA | East Los Angeles College ▪ Monterey Park, CA

Skills and Training

- Middle Management Training Course
- Basic Course - Intensive
- Academy Instructor Certification Course
- Advanced Officer Course
- Recruit Training Officer Orientation
- Supervisory Course, Sergeant
- Field Operations School, Sergeant
- Orientation Day for Lieutenants / Sergeants
- Leadership Development Course
- Field Training Officers Course
- FEHA / ADA
- Child Abuse & Neglect
- Sexual Harassment for Supervisors
- Gang Investigators Course
- Criminal Investigations Course
- Larcis Investigator Case Management
- Rapid Responder (Active Shooter)
- Ethnic Relations and Gangs
- Safe and Smart Tactics Training
- Mobile Range Operations Procedures
- Traffic Collision Investigation
- Breath Alcohol Testing Device
- Analytical Interviewing and interrogations Course

Sheriff Department Awards

- 2004 Sheriff's Commendation
- 2005 Division Chief Commendation
- 2005 Unit Commander Commendation
- 2005 Division Chief Commendation
- 2006 Unit Commander Commendation
- 2007 Unit Commander Commendation
- 2007 Division Chief Commendation
- 2007 Unit Commander Commendation
- 2011 Quality of Service Awards
- 2011 Quality of Service Awards
- 2012 Unit Commander Commendation
- 2012 Division Chief Commendation
- 2013 Unit Commander Commendation
- 2015 Unit Commander Commendation
- 2015 Undersheriff / Assistant Sheriff Commendation
- 2017 Unit Commander Commendation

RECEIVED
NOV 22 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.
3:11 pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Melissa Carlson

Address: [redacted] Irwindale, CA 91706

Occupation: Accounts Receivable Manager

Employer: Living Spaces Furniture

Address: 14501 Artesia Blvd. La Mirada, CA 90638

Home Phone: (626) [redacted] Business Phone: (877) [redacted]

Years in Irwindale: 2 yrs 7 months Registered Voter? Yes

Educational background / degree: Bachelor of Arts in Political Studies

Licenses or Special Certificates: _____

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want to be an active part of the community, I also want to help to make the community better for everyone + for future generations.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I am an active listener and have an open mind, which helps me to see things from differing perspectives. My degree also assists in knowing how to research + read proposals

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

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I was a member of Student council in high school, a member of UFWSO in college and a member of the Diversity Council at work. Founding member of the Diversity Council & helped create the mission statement.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Melissa Carlson Date: 11/20/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 27 2023
CITY OF IRWINDALE

5:33pm

UNSCHEDULED PLANNING COMMISSION VACANCIES -
1 TERM EXPIRING 12/31/25
1 TERM EXPIRING 12/31/26

PLEASE SPECIFY WHICH TERM YOU ARE APPLYING FOR

DUE WEDNESDAY, DECEMBER 6, 2023, AT 6:00 P.M.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Ruben Tapia

Address: [redacted] Irwindale, CA 91706

Occupation: Design Engineer / Manufacturer

Employer: Auto Venetian Blinds

Address: [redacted] Irwindale, CA 91706

Home Phone: (626) [redacted] Business Phone: ( ) N/A

Years in Irwindale: 40 Registered Voter? Yes

Educational background / degree: BS Industrial Design

Licenses or Special Certificates: N/A

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I have a servants heart and would love to help the future development and improvement of my community for its residents and my family.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) My leadership qualities will help to make conscious decisions that benefit the city through collaborations with my colleagues and peers.

Have you applied for a City Board or Commission before? Yes X No ____
If so, which one? ICF, Planning, Park & Recreation

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I've worked construction, Studied Architectural / Civil / Structural / Electrical Engineering & Drafting and I have a 20+ yr career as a Design Engineer.

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
X I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 11/18/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
DEC 04 2023
CITY OF IRWINDALE

5:03pm SF

UNSCHEDULED PLANNING COMMISSION VACANCY -
TERM EXPIRING 12/31/2025

DUE WEDNESDAY, DECEMBER 6, 2023 AT 6:00 P.M.

City of IRWINDALE

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commission - Vacancy - Term expiring 12/31/2025
(print or type name of one Board or Commission)

Name: Albert "Albie" Acosta

Address: [redacted] Irwindale 91706

Occupation: Executive Assistant to the Superintendent

Employer: Savanna School District

Address: 1330 S. Knott Ave., Anaheim 92804

Home Phone: (626) [redacted] Business Phone: (714) [redacted]

Years in Irwindale: 54 yrs Registered Voter? yes

Educational background / degree: High School Diploma / some college

Licenses or Special Certificates: -

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

Please answer the following questions completely

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

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

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

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Working for a school district has given me experience with state rules & regulations and how municipalities work.

CERTIFICATION

By initialing below, I certify:

AA I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 12/3/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

Albert Acosta

Additional page for questions

What are your reasons for wanting to serve on the Board or Commission?

I want to serve my city and represent the residents of Irwindale as a Planning Commissioner. I'm willing to work hard and do my best to provide land use policy direction to the City Council. I've lived in the City of Irwindale most of my life and would appreciate the opportunity to provide direction and assist in the growth of our city. I think this would be an exciting opportunity.

Why do you feel that you would make a good Board Member or Commissioner?

I feel a good Planning Commissioner needs to be attentive, thorough and dedicated. They also should be willing to work hard, listen to other commissioners and consider others point of view. These are all qualities I possess along with being a good listener. I also have a calm demeaner and work well with others. I'm organized and would work tirelessly to meet all deadlines. These are the qualities that would make me a good Planning Commissioner.

Albert "Albie" Acosta
[redacted]
Irwindale, CA 91706
[redacted]

PROFILE

I'm a highly motivated person and hard worker who takes pride in his work. I am organized, efficient and determined. This helps me in completing tasks and meeting deadlines. I work well with others including listen to others and considering other's opinions. I can handle difficult situations and have experience working with confidential information. I've worked in both the private and public sector.

EXPERIENCE

Executive Assistant to the Superintendent, Savanna School District, Anaheim 2017-Present

Human Resource: Collect applications, conduct examinations, prepare eligibility list and schedule interviews. Meet with new hires and collect documentation to clear for hiring. Maintain employee files, collect evaluations, medical information, fingerprinting and other confidential information.

Board of Trustees Secretary: Prepare Board agendas and minutes; communicate with Board Members and file annual reports to keep Board Members in compliance.

Employee Records: Maintain and set up confidential employee files. Handle highly sensitive and confidential employee records for 350 employees. Track medical records and credentials to keep employees in compliance of state regulations.

Superintendent Secretary: Handle calendar, phones and appointments of the Superintendent. Assist with meetings, communicating with staff and communication with Board Members for the Superintendent.

Payroll Clerk, Savanna School District, Anaheim 2008-2017

Payroll: Process certificated and Classified payroll. Manage salary changes and annual increases. Set up and update payroll deductions. Process new hire paperwork. Track and maintain sick and vacation time spreadsheets. Complete employment verifications.

Health Benefits: Handles enrollment and termination of employee health benefits. Conducts annual enrollment. Authorizes enrollments during the plan year due to qualifying events.

Employee Training: Issues and tracks annual staff training. Tracks training of all new hires.

Human Resources, Costco Wholesale, Azusa & Montebello 1989-2008

Processed payroll for 250 employees on two-week basis. Handled health benefit enrollments. Tracked leave of absence. Maintained training certificates for employees. Managed confidential information and handled sensitive situations.

EDUCATION

Citrus Community College (Glendora, CA) – September 1987-June 1989
Northview High School (Covina, CA) – Diploma 1987

SKILLS

Knowledge of Mac and Personal Computers including Microsoft Word, Excel and Outlook. Typing 50+ words per minute and 10 key by touch. Use of website and social media.

INTERESTS

Spending time with my family. I also enjoy the outdoors while golfing, swimming, and biking. I enjoy movies and volunteering for non-profits such as the Joseph "Pepe" Miranda Scholarship and Grant Foundation and the Savanna Educational Foundation.

RECEIVED
1:40 pm
DEC 06 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Robert Gallegos

Address: [redacted] Irwindale, CA 91706

Occupation: Departmental Civil Service Representative

Employer: Los Angeles County Probation Department

Address: 9150 East Imperial Highway, [redacted] Downey, CA 90242

Home Phone: (626) [redacted] Business Phone: (562) [redacted]

Years in Irwindale: 7 Registered Voter? Yes

Educational background / degree: Associates of Science

Licenses or Special Certificates: Administrative Hearing & Labor Arbitration; CA Peace Officer Standard & Training Basic, Intermediate, Advance, & Supervisory POST Certificates

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. None

Please answer the following questions completely

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

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

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

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Please see attached. _____

_____

_____

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature:  Date: 12/6/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

Licenses or Special Certificates:

- Administrative Hearings & Labor Arbitration
- California Police Officer Standards and Training Supervisory Certificate
- California Police Officer Standards and Training Advance Certificate
- California Police Officer Standards and Training Intermediate Certificate
- California Police Officer Standards and Training Basic Certificate
- Riverside County Police Background Investigations
- Rio Hondo Police Academy

What are you reasons to serve on the Board or Commission?

Have 26 years' experience as a public employee serving the residence of the County of Los Angeles. I have a desire to serve, and I want to give back to the community in which I call home.

Why do you feel you would make a good Board Member or Commissioner?

I have a vested interest in the community where I live, and plan on retiring. My 26 years' experience working in government of the County of Los Angeles has provided me with knowledge in analyzing problems and making recommendations for solutions. I have leadership experience as a former Police Sergeant. I also have experience in working in committees representing the County of Los Angeles (Joint Labor Management Committee).

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

I have vast knowledge of analyzing problems and recommending solutions. My experience includes working with Executive Level Staff of the Department regarding high profile discipline cases regarding peace officers. I work on and complete complex cases with a strict deadline. I am also a team player and work well with others.

Robert Gallegos
[redacted] Irwindale, CA 91706/ [redacted]
[redacted]

Objectives

To bring my Performance Management experience to a new work environment where I can learn and grow.

Experience

Los Angeles County Probation Department, Performance Management

12/2018- Present – Department Civil Services Representative

- Prepare letters of discipline from substantiated Internal Affairs investigations.
- Review written, video, photographic, and audio evidence.
- As a subject matter expert, provide recommended discipline levels and other solutions regarding discipline to decision makers.
- Represent the Department during *Skelly* meetings.
- Write settlement agreements on behalf of the Department.
- Monitor cases sent out to outside counsel or DHR Advocacy.

Los Angeles County Agricultural Commissioner/Weight and Measures, Performance Management/Employees Relations Unit

2/2015-11/2018 - Senior Department Personnel Technician

6/2014-1/2015 -Management Analyst (out of class bonus for Sr. DPT)

- Manage the Performance Management and Employee Relations Unit.
- In the absence of the HR Manger, function as the lead over ACWM HR.
- Conduct administrative investigations regarding misconduct, prepare investigation reports, interview subjects and witnesses.
- Prepare letters of discipline.
- As a subject matter expert, provide recommended discipline levels and other solutions regarding discipline to decision makers.
- Represent the Department during *Skelly* meetings.
- Represent the Department on all matters pertaining to labor-union relations including Grievances, and Joint Labor Management Meetings.
- Represent the Department during union contract bargaining.
- Reasonable Suspicion Officer, including Drug and Alcohol-Free Workplace Policy enforcement.

Robert Gallegos
[redacted]/Irwindale, CA 91706/ [redacted]

Los Angeles County Public Health, Performance Management
2/2014-5/2015 – Management Analyst
6/2013-1/2014 -Administrative Assistant III
9/2010-5/2013- Administrative Assistant II

- Conduct administrative investigations regarding misconduct, prepare investigation reports, interview subjects and witnesses.
- Prepare letters of discipline.
- As a subject matter expert, provide recommended discipline levels and other solutions regarding discipline to decision makers.
- Reasonable Suspicion Officer including Drug and Alcohol-Free Workplace Policy enforcement.

Los Angeles County Police/Office of Public Safety
6/2007-8/2010 – Police Sergeant
8/2006-5/2007 -Police Officer/Background Investigator
12/1997-7/2006- Police Officer

- Police Sergeant: Supervise up to twelve (12) Police Officers, complete annual PE's on officers, investigate, personnel complaints, approve police reports, and monitor training compliance.
- Background Investigator: Conduct police background investigations on police applicants.
- Police Officer: Provide public safety by maintaining order, respond to emergencies, protect persons and property, enforce vehicle and criminal laws, arrest/detain perpetrators of crimes, and testify in court.

Education

RIO HONDO College Associate of Science, Administration of Justice -12/2019

Professional Certifications

- Administrative Hearing & Labor Arbitration
- California Police Officer Standards and Training Supervisory Certificate
- Riverside County Sheriff Supervisor School Certificate
- Riverside County Sheriff Background Investigation School Certificate
- Rio Hondo Police Academy Certification of Completion

RECEIVED
DEC 06 2023
CITY OF IRWINDALE

5:01 pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: PLANNING COMMISSION
(print or type name of one Board or Commission)

Name: GABRIEL MAREZ

Address: [redacted], IRWINDALE, CA, 91010

Occupation: UNION ELECTRICIAN

Employer: IBEW LOCAL 11

Address: 6023 GARFIELD AVE, COMMERCE, CA, 90040

Home Phone: (626) [redacted] Business Phone: ( )

Years in Irwindale: 42 Registered Voter? YES

Educational background / degree: ELECTRICAL TRAINING INSTITUTE

Licenses or Special Certificates: CERTIFIED GENERAL ELECTRICIAN NO. 1543799

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

Please answer the following questions completely

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

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

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

If so, which one? ____

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

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
X I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: 12/06/2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

Application for Appointment to Board or Commission
(Answers continued from application)

1. What are your reasons for wanting to serve on the Board or Commission?

As a resident of Irwindale for 42 years, I feel that I would be a great asset to the Planning Commission. My commitment and involvement with the city throughout my life will serve as a resource to help plan and shape the future of Irwindale. I am interested in being a positive voice for our community.

2. Why do you feel that you would make a good Board Member or Commissioner?

I feel that I would be a good Commissioner because I am passionate about our mission to provide excellent public service and responsible leadership to our citizens. In addition, I feel that my personal work experience as a Union Electrician for over seventeen years will serve as beneficial on the planning commission bringing expertise in the electrical and labor industry as well as extensive project management and supervisory experience.

3. Abilities, experience, and interest which you believe would contribute to your participation in municipal government?

I have been a Foreman for over 3 years working on large high end projects. In these roles I have had to work with a variety of departments and other managers to get our initiatives completed. I have managed teams anywhere from 5-20 Journeymen, supervising their tasks to ensure quality and utilizing project management skills to ensure priorities are met. I have excellent interpersonal skills that allow me to work well with a team and provide effective solutions. Additionally, having worked on a wide range of buildings including residential, industrial and convention centers, my experience helping to direct and shape land use has proven effective, sustainable and beneficial.

Gabriel Marez
[redacted]

Gabriel Marez

[redacted]
Irwindale CA 90101
[redacted]

Professionally trained IBEW Local 11 member and a lifelong learner with exceptional interpersonal and leadership skills. Technically sound in all areas of the electrical industry.

EXPERIENCE

IBEW Local 11- Electrical Foreman

2019 - CURRENT

- Plan, supervise and perform industrial electrical and commercial repair work
- Maintain productivity, quality control, labor costs, schedule, safety and acquisition of materials.
- Supervise and coordinate a team of electricians and ensure the successful completion of electrical projects

IBEW Local 11- Journeyman Wireman

2011-2019

- Ground up conduit and wiring systems for residential and industrial
- Slab on grade conduit installation, wiring, and planning for numerous commercial spaces
- Commercial installation of power systems and grounding grids
- Installation of concrete encased rigid and ocal rigid conduit
- Design build proper lighting control systems

EDUCATION

Electrical Training Institute — *Certified General Electrician*

JUNE 2006

Baldwin Park Community Education — *Certificate of Electrical / Residential and Industrial Technologies*

JANUARY 2006

PROJECTS

Los Angeles Auto Show — November 2023

Foreman

SKILLS

Leadership / Supervisory

Project Management

Quality Assurance Control

Low Voltage Supply Systems 50v

Electrical/Residential & Industrial Technology

CERTIFICATES

California Certified General Electrician No. 154379

OSHA 10 / OSHA 30

Adult/Child/Infant CPR First aid Certified

AED Certified

Comic-Con Los Angeles— December 2023

Foreman

Weymouth Water Treatment Plant— February 2020

Foreman

The Vermont Towers— 2016

Journeyman Inside Wireman

Dodger Stadium Renovation— 2013-2014

Journeyman Inside Wireman

Los Angeles Unified School District New Building— 2011

Journeyman Inside Wireman

City of Los Angeles Detention Facility— 2007

Journeyman Inside Wireman

RECEIVED
DEC 06 2023
CITY OF IRWINDALE
5:17pm

UNSCHEDULED PLANNING COMMISSION VACANCY -
TERM EXPIRING 12/31/2025

DUE WEDNESDAY, DECEMBER 6, 2023 AT 6:00 P.M.

City of IRWINDALE

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Eric Lopez

Address: [redacted] Irwindale, CA. 91706

Occupation: Accounts Manager

Employer: DXP Enterprises

Address:

Home Phone: (626) [redacted] Business Phone: ( )

Years in Irwindale: 30 Registered Voter? Yes

Educational background / degree: ELAC A.A.S.

Licenses or Special Certificates:

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I grew up here with Gilbert and Jenny Lopez and their love of this city inspires me to help Sustain Irwindale and help it grow.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) Always being active in my Community and being a quick learner, I feel like I can utilize these qualities towards making positive decisions for our future.

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

If so, which one?

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I have served as a volunteer in leadership roles in the Southbay and O.C. with various groups and non-profits.

CERTIFICATION

By initialing below, I certify:

EC I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 12/6/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

City Council Item #23.F.

City of IRWINDALE
AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Appointment of a Planning Commissioner to Fill an Unscheduled Vacancy for a term expiring December 31, 2026

City Manager's Recommendation:

Adopt Resolution No. 2023-86-3464 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE TO FILL AN UNSCHEDULED VACANCY" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager — Electronically Approved

Prepared by:

Laura Nieto, Chief Deputy City Clerk — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager — Electronically Approved

Background and Analysis:

On Tuesday, October 24, 2023, staff received the resignation of Planning Commissioner Suzanne Gomez, thereby creating an unscheduled vacancy on the Planning Commission for Ms. Gomez's term, which expires on December 31, 2026.

In accordance with California Government Code 54974 (a) "Whenever an unscheduled vacancy occurs in any board, commission, or committee for which the legislative body has the appointing power, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the clerk of the local agency, on either the local agency's Internet Web site or at the library designated pursuant to Section 54973, and in other places as directed by the legislative body, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final appointment to the board, commission, or committee shall not be made by the legislative body for at least 10 working days after the posting of the notice in the clerk's office."

On Monday, October 30, 2023, the City Clerk's Office posted a Notice of Unscheduled Vacancy for the Planning Commission at City Hall, the Library and Post Office and sent a Citywide mailer to all residents advertising the vacancy. The deadline for submission of applications was originally Monday, November 20, 2023 at 6:00 p.m. but was extended to Wednesday, December 6, 2023 at 6:00 p.m.

The following individuals timely submitted applications for consideration of appointment to this vacancy and are listed below by the date received in the City Clerk's Office. Pursuant to Resolution No. 2020-60-3220 there were no late applications received.

Patricia Gonzales
Josepha Tapia
Teresa Ortiz
Anthony Daniel Naranjo
Rolando Munoz Chicas
Justin Kelly
Eric Lopez
Joseph Valentino Rodriguez II
Melissa Carlson
Ruben Tapia
Albert "Albie" Acosta
Robert Gallegos
Gabriel Marez

Per IMC section 2.28.020 (E), "Vacancies to the commission shall be filled by the council in the same manner as new appointments are made, except that such an appointee shall serve only for the unexpired term of the person whose seat he/she has been appointed to."

Fiscal Impact:

There is no fiscal impact associated with this action. The stipend paid to Commissioners has previously been budgeted.

Attachments:

1. Resolution No. 2023-86-3464 Appointment of PC to fill unscheduled vacancy - Term Expiring 2026
2. Planning Commission Applications - Unscheduled 2026

RESOLUTION NO. 2023-86-3464

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE TO FILL AN UNSCHEDULED VACANCY

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

Section 1. Pursuant to Irwindale Municipal Code Section 2.32.020, the following person is appointed to the Planning Commission of the City of Irwindale, to fill an unscheduled vacancy with a term expiring December 31, 2026.

_____

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed member.

PASSED, APPROVED, and ADOPTED this 13th day of December 2023.

_____
Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-86-3464 was adopted at a regular meeting of the Irwindale City Council held on the 13th day of December 2023, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

RECEIVED
OCT 30 2023
CITY OF IRWINDALE

RECEIVED
NOV 09 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Patricia Gonzales

Address: [redacted]

Occupation: Retired

Employer: _____

Address: _____

Home Phone: ( ) _____ Business Phone: ( ) _____

Years in Irwindale: 15+ Registered Voter? yes

Educational background / degree: Bachelors/Master Organizational leadership

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Previously on Planning Commission. Currently serving as Senior Commissioner

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) To participate in the growth of the City and its community.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I'm objective. My decisions are made for the entire community not a family

Have you applied for a City Board or Commission before? Yes ✓ No ___
If so, which one? Planning and Senior Commissions

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Previously a Planning Commissioner. I research all aspects brought up in Meetings and consult with Planners for explanation for things I don't understand. I am interested and would like to be a part of the city's growth.

CERTIFICATION

By initialing below, I certify:

V I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: Oct 30, 2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

UNSCHEDULED PLANNING COMMISSION VACANCY

DUE MONDAY, NOVEMBER 20, 2023 AT 6:00 P.M.

City of IRWINDALE

RECEIVED
NOV 09 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Joseph Tapia

Address: [redacted]

Occupation: Cashier

Employer: Mc Donald's

Address: 5203 Irwindale Ave

Home Phone: (626) [redacted] Business Phone: 626 [redacted]

Years in Irwindale: 44 Registered Voter? yes

Educational background / degree: Associate Degree

Licenses or Special Certificates: _____

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want to be able to serve my community that I grew up in

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I want to be able to become a servant to the city

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

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: In college I was a mentor for high school students and I always become a Leader in my previous Jobs and church!

CERTIFICATION

By initialing below, I certify:

yes I am a registered voter in the City of Irwindale
44 I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)* I am 44 Y.T.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: Nov 9 2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 14 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Teresa Ortiz

Address: [redacted]

Occupation: Patient Authorization Representative

Employer: UCLA Health

Address: 200 Medical Plaza Driveway Los Angeles CA 90095

Home Phone: ( ) [redacted] Business Phone: ( ) [redacted]

Years in Irwindale: 5 Registered Voter? Yes

Educational background / degree: Some college

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. I have served on the parks and recreation Commission for 3 years.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want to continue to make a difference in my community. I want to continue to build and improve Programs that are offered for all community members. Another reason I want to continue to serve Is personal fulfillment.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I believe I would make a good commissioner because of my passion and motivation to improve Our community for all. I believe my experience as a commissioner proves my drive and success to The city.

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

If so, which one? Parks and recreation comission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I believe my relevant experience as a present commissioner would continue to benefit the Community. I believe my positive attitude, work ethic and long term goals align with the Requirements, making me a committed and valuable asset in municipal government.

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature:  Date: 10/30/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED 10am JR

NOV 20 2023

CITY OF IRWINDALE
CITY CLERKS DEPT

UNSCHEDULED PLANNING COMMISSION VACANCY

DUE MONDAY, NOVEMBER 20, 2023 AT 6:00 P.M.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commission Term Exp: 2026
(print or type name of one Board or Commission)

Name: Anthony Daniel Navand

Address: [redacted] Irwindale, CAL 91706

Occupation: Retired

Employer: N/A

Address:

Home Phone: (760) [redacted] Business Phone: ( )

Years in Irwindale: 8 years Registered Voter? Yes

Educational background / degree: Bachelors Degree - Construction Management

Licenses or Special Certificates: formerly held class (B) General Contractors Lic Real Estate Lic (see Resume Attached)

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Planning Commission, City Council City of Azusa 1986 - 1997 (see Resume Attached)

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) My Ability To Provide and ensure high-quality development within the community: To carry out Goals, Policies and Objectives as set fourth By the City Council, and to ensure compliance with zoning ordinances and the City's General Plan.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) My Experience to Provide fairness, compassion, respect for others, responsibility, integrity, public trust and vision to balance the Publics interest, with Bussiness wants, needs and laws and ordinances, for creating a well balanced community.

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

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: My Ability to Effectively Communicate, Being a Team Player, understanding of City government Policies and Procedures, Bussiness Experience, Construction Knowledge and Development Standards, and my Ability to Bring Both sides of Issues to the Table. To Provide effective Interaction and open Dialouge To meet the communities Vision and Expectations of sound Development... and Planning goals.

CERTIFICATION

By initialing below, I certify:

JM I am a registered voter in the City of Irwindale

JM I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 11/19/2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to:

Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

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

Resume Of Anthony D. Naranjo

Anthony Daniel Naranjo; Born [redacted]
[redacted]
Irwindale, Ca. 91706
[redacted] Married Wife Elaine, (2) Children Doreen 40 & Daniel 31 And a Granddaughter Sophia (9)

Education History:
Bachelor of Science- Construction Management and Cost Estimation
Career Management Institute (Orange, Ca. Campus) 2003-2006
1518 W. La Veta Ave
Orange, Ca. 92868

Associate Arts Degree- Administration of Justice
East Los Angeles City College 1981-1983
1301 Avenida Cesar Chavez
Monterey Park, Ca. 91754

High School- General Education Diploma
Gladstone High School
1340 N. Enid Ave
Covina, Ca. 91722

Employment History:

San gabriel Valley Conservation Corps
El Monte, California
Interim Executive Director and Operations Manager 2014-2016
(At Risk Youth Development and Charter School Non Profit Agency)

General Development Inc.
West Covina, California
Owner/ Operator 1992-2012
General Contractor Class (B)
(Residential and Commercial Building and Remodeling)

Victor Valley Real Estate Partners LLC
Apple Valley and San Bernardino California
Broker/ Land Development 2006-2014
(Land Assembly, Development, & Real Estate Sales & Property Management)

Naranjo & Sons Construction
Azusa, California
Estimator/ Construction Project Manager RMO 1980-1992
Concrete and Storm Drain, Public Projects (C8, C29, C32)

Public Offices Held:
Mayor Pro-Tem City of Azusa (1988-1997)
Planning Commission City of Azusa (1986-1988)
California Public Power Authority Commission Washington D.C. (1989-1992)
California Public Power Utilities -Board Member (1988-1997)
Police Liaison Commissioner Azusa Police Department(1992-1997)
Chairman Azusa Drug and Gang Task Force (1989-1999)
California Contractors Board (Ethics Committee Board Member) (1995-1999)
Auxiliary Police Officer Glendora Police Department (1983-1990)

Skills:
Construction Building and Planning, Cost Estimation, Blueprint Knowledge, Safety Standards,Real Estate Development, Local government Policies and Procedures, Public Speaking and Communication, Budgeting, Leadership and Team Building, and by Listening to others,Using my Knowledge and Understanding of Both Community Issues and City ordinances, Being Fair and Open Minded, Being Prepared, Using my Ability to Communicate,incorporating my Analytic Ability and Relevant Experiences.

Summary Of Personal Objectives:
I personally Enjoy Serving My Community, As a means of gaining new skills,sharing diverse viewpoints, and frankly stepping out of my comfort zone, As well as developing Implementing and maintaining a Holistic, Unified, & Comprehensive plan that reflects both the Vision, and Desire of the Community as a Whole, and Meets the Shared and Unified Goals and Objectives of All Community Members, Not just a Select Few, And to Share My Vast Business and Political Experience in Both Civic, Business and Private Sectors, Which Helps Foster Stronger Understanding of City Government, and How it's Role Interacts with the everyday lives of it's Citizens.

I enjoy Promoting Strong and Ethical, Working relationships with Community, City Council members, City Staff & Other Boards and Commissions, and Especially the Community At Large, in Which Fosters a Greater Honest and Open Communication Between the General Public and Local, State, and Federal Agencies, that help Bring in More Responsible Business, that give back to the Community in many ways, As Well it Promotes Community Values with CorporateValues to Enhance the Community, Without Altering Its Historical Preservation.

And Finally, I Enjoy the Ability to Listen, Think, and Help Create New and Innovative Goals and Objectives, That Bring back the The Community with a Better and Broader Understanding of how and why their Council and Boards and Commissions, and City Staff, Often Time Make the Tough Decisions Each and Every Day, Based on the Information and Understanding that are given to them, Balanced with the Law and The Regulations and Policy Determination Decisions, That Help Make their City a Stronger and Safer and Economically More Viable Place to Live, Work and Play Each and Every Day.

Personal Life:
I grew up in the City of Azusa, where I am a 4th Generation Native American, whos Grandparents were Born at Rancho Santa Anita, Mission San Gabriel (Gabrellino Indians)
I lived in the City of Azusa for more than 40 Years, where I Raised My Family, And Operated (2) Two restaurants and a Fast Food Tastee Freeze and Yogurt shop as well as my Construction and Real Estate & Development Business, I Built my Parents their Home in Irwindale In 1989 , when they moved from

Azusa to Irwindale, and I later Myself Moved to Irwindale in 2014, and Have Enjoyed interacting with many of the Irwindale family as a Neighboring City Councilmember,and Now Resident of This Fine and Unique Community, where some of my family have lived for Many Decades... I Am Retired and I Truly Enjoy Being involved in City Government, And Giving back to a Proud Community, By Becoming Actively Involved and Serving, Which is and will Always be My Commitment and My Calling.

UNSCHEDULED PLANNING COMMISSION VACANCY

DUE MONDAY, NOVEMBER 20, 2023 AT 6:00 P.M.

RECEIVED
NOV 20 2023
CITY OF IRWINDALE
11:57 am

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Rolando Munoz Chicas

Address: [redacted]

Occupation: Retired Veteran

Employer: Retired Military

Address: N/A

Home Phone: 626 ( ) [redacted] Business Phone: ( )

Years in Irwindale: 3 Registered Voter? Yes

Educational background / degree: Bachelor's degree from Columbia College

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Arbor Pines home owners Association aprox 1998 to 2003.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) to help the city of Irwindale processes all development applications and oversees all design review approvals.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) with my military experience in Planning & training. I can use these tools to help the city in the planning commission.

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

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: After serving the military for over 33 years. My knowledge and experience; with my leadership skills will help me in the preparation to serve in the Planning Commission.

CERTIFICATION

By initialing below, I certify:

JW I am a registered voter in the City of Irwindale
JW I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: JW Date: 20 NOV 2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

UNSCHEDULED PLANNING COMMISSION VACANCY

DUE MONDAY, NOVEMBER 20, 2023 AT 6:00 P.M.

City of IRWINDALE

RECEIVED
NOV 20 2023 12:45pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Justin Kelly

Address: [redacted] Irwindale CA 91706

Occupation: Journeyman Inside Wireman

Employer: N/A

Address:

Home Phone: ( )

Business Phone: (626) [redacted]

Years in Irwindale: 17

Registered Voter? yes

Educational background / degree: H.S. Grad + 5 year Electrical Trade School

Licenses or Special Certificates: State Certified General Electrician

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I have been an active member of the community for almost 20 years and feel the calling to take the next step in serving this great city I call home.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) As a lover of outdoors, and as a father who coaches as well as plays sports I know the importance of parks and Rec. and want to provide opportunities for years to come.

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

If so, which one? Parks and Rec

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I have been apart of local 11 IBEW and have been active in the general meetings as well as our district meeting for the last 10 years.

CERTIFICATION

By initialing below, I certify:

JL I am a registered voter in the City of Irwindale
___ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: 11-16-23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

UNSCHEDULED PLANNING COMMISSION VACANCY

DUE MONDAY, NOVEMBER 20, 2023 AT 6:00 P.M.

RECEIVED
NOV 20 2023
CITY OF IRWINDALE
5:15 pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Eric Lopez

Address: [redacted] Irwindale, CA 91706

Occupation: Accounts Manager

Employer: DXP Enterprises

Address:

Home Phone: (626) [redacted] Business Phone: ( )

Years in Irwindale: 30 Registered Voter? yes

Educational background / degree: ELAC A.A.S.

Licenses or Special Certificates:

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I grew up here with my Grandparents Gilbert and Jenny Lopez. Their pride of Irwindale was instilled in me at a young age. By volunteering for the city I can honor my family's legacy. It's such a lovely community.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I love my community and want to help sustain it and contribute visions to see it grow. I've always been involved in/passionate about the betterment of everywhere I've lived previously.

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

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I have been involved in various commitees as leadership team roles in the Southbay area and OC. Experience in planning large events, bringing people together and making big decisions for various groups and non-profits.

CERTIFICATION

By initialing below, I certify:

EL I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 11/20/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 21 2023
CITY OF IRWINDALE
10:48am

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commission

Name: Joseph Valentino Rodriguez II

Address: [redacted], Irwindale, California, 91706

Occupation: Lieutenant

Employer: Los Angeles County Sheriff's Department

Address: 211 W Temple St, Los Angeles, CA 90012

Home Phone: [redacted] Business Phone: [redacted]

Years in Irwindale: 47 Registered Voter? Yes

Educational background / degree: 120 college credits. No Degree

Licenses or Special Certificates: Peace Officer Standards and Training (**POST**) Certified

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

I have served on the Peace Officers Association of Los Angeles County Committee, Absence Follow Up Committees during my employment with The Los Angeles County Sheriff's Department, Unit Fund Committees, Christmas Party Committees, Baker to Vegas Committees, Motorcycle Ride Committees, and Gym Fund Committees.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission?

As a 47-year resident of Irwindale, my deep connection to the community fuels my desire to serve on the City Planning Commission. With my extensive background and experience I am well equipped to contribute to decision making and collaborate effectively alongside fellow members, city officials and community.

I would like to have a voice in the decision-making process of future development plans, focusing on improving the quality of development while preserving the character of our residential neighborhoods. I care about my community and want the opportunity to give back by providing good service and leadership. I have a growing interest in Planning, Land Use, and Local Government issues. Serving on the planning commission is an opportunity for me to broaden my knowledge while playing a role in shaping the development of our city. I am excited about the possibility of serving on the City Planning Commission and contributing to the continued success of our beloved city.

Why do you feel that you would make a good Board Member or Commissioner?

During the course of my career for the Los Angeles County Sheriff's Department, I have been afforded the opportunity to work with dedicated men and women in the public sector arena and its administration respectively. Additionally, I have worked with community leaders and other key personnel on the development and implementation of local and state laws for the better advancement of the community. The depth of my experience has allowed me to learn many facets of government. My work ethic and enthusiasm has been consistent throughout my career, and I bring a clean and polished background. As a Planning Commissioner for the City of Irwindale, I would continue to bring my loyalty, honesty and dedication to the people I serve. I believe my ability to establish relationships and foster effective collaborative problem solving and decision-making will greatly benefit the community.

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

If so, which one?

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

I am Self-motivated, organized, and a detailed-oriented professional. I offer extensive experience in investigations, office administration and operations, including policy and incident review, data and force analysis, inspections, and research. I have a great combination of report writing skills and aptitude to accomplish accurate and well-ordered work during demanding operations and time sensitive schedules. Extremely committed to getting the job done and achieving the highest results. Creative thinker with the ability to perform complex projects within fast-paced and time-sensitive environments. People-person and goal-driven, with a reputation for developing and maintaining positive relationships with all levels of individuals from diverse backgrounds. Exemplified superior work ethic, combined with genuine commitment to customer service and satisfaction. Articulate communicator and technically proficient with Microsoft Office, Excel, and social media.

Signature: _____ Date: _____

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

Joseph V. Rodriguez #453093
[redacted]rwindale CA 91706
Work Phone: [redacted]
Cell Phone: [redacted]
Email: [redacted]

Experience: 24 Years in Professional Law Enforcement

Profile

- Background in developing training curriculum, teaching and mentoring
- Diverse background in policing communities throughout Los Angeles County
- Experienced in intelligence gathering, investigations, and surveillance
- Office administration and operations, to include policy and incident review, data and force analysis

Century Sheriff Station▪ Lynwood, CA **December 11, 2023 – Present**

- Watch Commander

Training Bureau▪ Recruit Training Unit▪ Tactics and Survival Unit ▪ September 9, 2019 – December 10, 2022

- Supervised Deputy Sheriff / Participating Agency Recruit Academy Classes
- Supervised, trained, mentored, and evaluated performance of subordinate personnel and support staff
- Supervised shift operations by maintaining sufficient staffing levels
- Performed administrative duties

Compton Sheriff Station ▪ Compton, CA **February 4, 2018 – September 7, 2019**

- Line Sergeant
- Scheduling Sergeant
- Training Sergeant
- Training Bureau-RTU (On-Loan) Staff Sergeant
- Supervised Deputy Sheriff Recruit classes

Court Services Transportation Bureau▪ County of Los Angeles, CA **December 15, 2013 – February 3, 2018**

- Line Sergeant
- Scheduling Sergeant
- Training Sergeant
- Operations Sergeant

Industry Sheriff Station ▪ City Of Industry, CA **July, 28 2013 – December 14, 2013**

- Station Detective

Compton Station ▪ Compton, CA **November 28, 2004 – July, 27, 2013**

- Patrol Deputy
- Field Training Officer
- O.S.S. (On Loan)
- Special Assignment Deputy

Inmate Reception Center ▪ Los Angeles, CA **October 31, 1999 – July 27, 2004**

- Inmate Processing
- Basic Custody Operations
- Mental Health Inmate Processing and Housing

P.D.C. East Facility ▪ Castaic, CA **July 15, 1998 – June 27, 1999**

- Custody Assistant - Dorm Officer

Education

Union Institute & University ▪ Coursework toward Bachelors of Arts Degree in Criminal Justice (90 units)
Mt. San Antonio College ▪ Walnut, CA | East Los Angeles College ▪ Monterey Park, CA

Skills and Training

- Middle Management Training Course
- Basic Course - Intensive
- Academy Instructor Certification Course
- Advanced Officer Course
- Recruit Training Officer Orientation
- Supervisory Course, Sergeant
- Field Operations School, Sergeant
- Orientation Day for Lieutenants / Sergeants
- Leadership Development Course
- Field Training Officers Course
- FEHA / ADA
- Child Abuse & Neglect
- Sexual Harassment for Supervisors
- Gang Investigators Course
- Criminal Investigations Course
- Larcis Investigator Case Management
- Rapid Responder (Active Shooter)
- Ethnic Relations and Gangs
- Safe and Smart Tactics Training
- Mobile Range Operations Procedures
- Traffic Collision Investigation
- Breath Alcohol Testing Device
- Analytical Interviewing and interrogations Course

Sheriff Department Awards

- 2004 Sheriff's Commendation
- 2005 Division Chief Commendation
- 2005 Unit Commander Commendation
- 2005 Division Chief Commendation
- 2006 Unit Commander Commendation
- 2007 Unit Commander Commendation
- 2007 Division Chief Commendation
- 2007 Unit Commander Commendation
- 2011 Quality of Service Awards
- 2011 Quality of Service Awards
- 2012 Unit Commander Commendation
- 2012 Division Chief Commendation
- 2013 Unit Commander Commendation
- 2015 Unit Commander Commendation
- 2015 Undersheriff / Assistant Sheriff Commendation
- 2017 Unit Commander Commendation

RECEIVED

NOV 22 2023

CITY OF IRWINDALE
CITY CLERKS DEPT.

3:11pm

City of IRWINDALE

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Melissa Carlson

Address: [redacted] Irwindale, CA 91706

Occupation: Accounts Receivable Manager

Employer: Living Spaces Furniture

Address: 14501 Artesia Blvd. La Mirada, CA 90638

Home Phone: (626) [redacted] Business Phone: (877) [redacted]

Years in Irwindale: 2 yrs 7 months Registered Voter? Yes

Educational background / degree: Bachelor of Arts in Political Studies

Licenses or Special Certificates: _____

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want to be an active part of the community, I also want to help to make the community better for everyone + for future generations.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I am an active listener and have an open mind, which helps me to see things from differing perspectives. My degree also assists in knowing how to research + read proposals

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

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I was a member of Student council in high school, a member of UFWSO in college and a member of the Diversity Council at work. Founding member of the Diversity Council + helped create the mission statement.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Melissa Carlson Date: 11/20/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
NOV 27 2023
CITY OF IRWINDALE

5:23pm

UNSCHEDULED PLANNING COMMISSION VACANCIES -
1 TERM EXPIRING 12/31/25
1 TERM EXPIRING 12/31/26

PLEASE SPECIFY WHICH TERM YOU ARE APPLYING FOR

DUE WEDNESDAY, DECEMBER 6, 2023, AT 6:00 P.M.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Ruben Tapia

Address: [redacted] Irwindale, CA 91706

Occupation: DESIGN ENGINEER / MANUFACTURER

Employer: AUTO VENETIAN BLINDS

Address: [redacted] IRWINDALE, CA 91706

Home Phone: (626) [redacted] Business Phone: ( ) N/A

Years in Irwindale: 40 Registered Voter? YES

Educational background / degree: BS INDUSTRIAL DESIGN

Licenses or Special Certificates: N/A

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

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I have a servants heart that would be beneficial to the future development and improvement of my community for its residents and my family.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) My leadership qualities will help to make conscious decisions that benefit the city through collaborations with my colleagues and peers.

Have you applied for a City Board or Commission before? Yes X No ____
If so, which one? ICF, Planning, Park & Recreation

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I've worked construction, studied Architectural / Civil / Structural / Electrical Engineering & Drafting and I have a 20+ yr career as a Design Engineer.

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
X I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 11/18/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

RECEIVED
DEC 04 2023
CITY OF IRWINDALE

5:03pm

UNSCHEDULED PLANNING COMMISSION VACANCY

DUE MONDAY, NOVEMBER 20, 2023 AT 6:00 P.M.

City of IRWINDALE

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

Vacancy - Term

List the Board or Commission applying for: Planning Commission - expiring 12/31/2026
(print or type name of one Board or Commission)

Name: Albert "Albie" Acosta

Address: [redacted], Irwindale 91706

Occupation: Executive Assistant to the Superintendent

Employer: Savanna School District

Address: 1330 S. Knott Ave., Anaheim 92805

Home Phone: (626) [redacted] Business Phone: (714) [redacted]

Years in Irwindale: 54 yrs Registered Voter? yes

Educational background / degree: High School Diploma / Some college

Licenses or Special Certificates: —

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

Please answer the following questions completely

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

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

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

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Working for a school district has given me experience with state rules & regulations and how municipalities work.

CERTIFICATION

By initialing below, I certify:

AA I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: 12/3/2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

Albert Acosta

Additional page for questions

What are your reasons for wanting to serve on the Board or Commission?

I want to serve my city and represent the residents of Irwindale as a Planning Commissioner. I'm willing to work hard and do my best to provide land use policy direction to the City Council. I've lived in the City of Irwindale most of my life and would appreciate the opportunity to provide direction and assist in the growth of our city. I think this would be an exciting opportunity.

Why do you feel that you would make a good Board Member or Commissioner?

I feel a good Planning Commissioner needs to be attentive, thorough and dedicated. They also should be willing to work hard, listen to other commissioners and consider others point of view. These are all qualities I possess along with being a good listener. I also have a calm demeaner and work well with others. I'm organized and would work tirelessly to meet all deadlines. These are the qualities that would make me a good Planning Commissioner.

Albert "Albie" Acosta
[redacted]
Irwindale, CA 91706
[redacted]
[redacted]

PROFILE

I'm a highly motivated person and hard worker who takes pride in his work. I am organized, efficient and determined. This helps me in completing tasks and meeting deadlines. I work well with others including listen to others and considering other's opinions. I can handle difficult situations and have experience working with confidential information. I've worked in both the private and public sector.

EXPERIENCE

Executive Assistant to the Superintendent, Savanna School District, Anaheim 2017-Present

Human Resource: Collect applications, conduct examinations, prepare eligibility list and schedule interviews. Meet with new hires and collect documentation to clear for hiring. Maintain employee files, collect evaluations, medical information, fingerprinting and other confidential information.

Board of Trustees Secretary: Prepare Board agendas and minutes; communicate with Board Members and file annual reports to keep Board Members in compliance.

Employee Records: Maintain and set up confidential employee files. Handle highly sensitive and confidential employee records for 350 employees. Track medical records and credentials to keep employees in compliance of state regulations.

Superintendent Secretary: Handle calendar, phones and appointments of the Superintendent. Assist with meetings, communicating with staff and communication with Board Members for the Superintendent.

Payroll Clerk, Savanna School District, Anaheim 2008-2017

Payroll: Process certificated and Classified payroll. Manage salary changes and annual increases. Set up and update payroll deductions. Process new hire paperwork. Track and maintain sick and vacation time spreadsheets. Complete employment verifications.

Health Benefits: Handles enrollment and termination of employee health benefits. Conducts annual enrollment. Authorizes enrollments during the plan year due to qualifying events.

Employee Training: Issues and tracks annual staff training. Tracks training of all new hires.

Human Resources, Costco Wholesale, Azusa & Montebello 1989-2008

Processed payroll for 250 employees on two-week basis. Handled health benefit enrollments. Tracked leave of absence. Maintained training certificates for employees. Managed confidential information and handled sensitive situations.

EDUCATION

Citrus Community College (Glendora, CA) – September 1987-June 1989
Northview High School (Covina, CA) – Diploma 1987

SKILLS

Knowledge of Mac and Personal Computers including Microsoft Word, Excel and Outlook. Typing 50+ words per minute and 10 key by touch. Use of website and social media.

INTERESTS

Spending time with my family. I also enjoy the outdoors while golfing, swimming, and biking. I enjoy movies and volunteering for non-profits such as the Joseph "Pepe" Miranda Scholarship and Grant Foundation and the Savanna Educational Foundation.

RECEIVED
1:40 pm
DEC 06 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

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

Name: Robert Gallegos

Address: [redacted], Irwindale, CA 91706

Occupation: Departmental Civil Service Representative

Employer: Los Angeles County Probation Department

Address: 9150 East Imperial Highway, [redacted] Downey, CA 90242

Home Phone: (626) [redacted] Business Phone: (562) [redacted]

Years in Irwindale: 7 Registered Voter? Yes

Educational background / degree: Associates of Science

Licenses or Special Certificates: Administrative Hearing & Labor Arbitration; CA Peace Officer Standard & Training Basic, Intermediate, Advance, & Supervisory POST Certificates

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. None

Please answer the following questions completely

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

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

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

If so, which one?

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Please see attached. _____

_____

_____

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 12/6/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

Licenses or Special Certificates:

- Administrative Hearings & Labor Arbitration
- California Police Officer Standards and Training Supervisory Certificate
- California Police Officer Standards and Training Advance Certificate
- California Police Officer Standards and Training Intermediate Certificate
- California Police Officer Standards and Training Basic Certificate
- Riverside County Police Background Investigations
- Rio Hondo Police Academy

What are you reasons to serve on the Board or Commission?

Have 26 years' experience as a public employee serving the residence of the County of Los Angeles. I have a desire to serve, and I want to give back to the community in which I call home.

Why do you feel you would make a good Board Member or Commissioner?

I have a vested interest in the community where I live, and plan on retiring. My 26 years' experience working in government of the County of Los Angeles has provided me with knowledge in analyzing problems and making recommendations for solutions. I have leadership experience as a former Police Sergeant. I also have experience in working in committees representing the County of Los Angeles (Joint Labor Management Committee).

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

I have vast knowledge of analyzing problems and recommending solutions. My experience includes working with Executive Level Staff of the Department regarding high profile discipline cases regarding peace officers. I work on and complete complex cases with a strict deadline. I am also a team player and work well with others.

Robert Gallegos
[redacted]/Irwindale, CA 91706/ [redacted]

Objectives

To bring my Performance Management experience to a new work environment where I can learn and grow.

Experience

Los Angeles County Probation Department, Performance Management

12/2018- Present – Department Civil Services Representative

- Prepare letters of discipline from substantiated Internal Affairs investigations.
- Review written, video, photographic, and audio evidence.
- As a subject matter expert, provide recommended discipline levels and other solutions regarding discipline to decision makers.
- Represent the Department during *Skelly* meetings.
- Write settlement agreements on behalf of the Department.
- Monitor cases sent out to outside counsel or DHR Advocacy.

Los Angeles County Agricultural Commissioner/Weight and Measures, Performance Management/Employees Relations Unit

2/2015-11/2018 - Senior Department Personnel Technician

6/2014-1/2015 -Management Analyst (out of class bonus for Sr. DPT)

- Manage the Performance Management and Employee Relations Unit.
- In the absence of the HR Manger, function as the lead over ACWM HR.
- Conduct administrative investigations regarding misconduct, prepare investigation reports, interview subjects and witnesses.
- Prepare letters of discipline.
- As a subject matter expert, provide recommended discipline levels and other solutions regarding discipline to decision makers.
- Represent the Department during *Skelly* meetings.
- Represent the Department on all matters pertaining to labor-union relations including Grievances, and Joint Labor Management Meetings.
- Represent the Department during union contract bargaining.
- Reasonable Suspicion Officer, including Drug and Alcohol-Free Workplace Policy enforcement.

Robert Gallegos
[redacted]/Irwindale, CA 91706/ [redacted]
[redacted]

Los Angeles County Public Health, Performance Management
2/2014-5/2015 – Management Analyst
6/2013-1/2014 -Administrative Assistant III
9/2010-5/2013- Administrative Assistant II

- Conduct administrative investigations regarding misconduct, prepare investigation reports, interview subjects and witnesses.
- Prepare letters of discipline.
- As a subject matter expert, provide recommended discipline levels and other solutions regarding discipline to decision makers.
- Reasonable Suspicion Officer including Drug and Alcohol-Free Workplace Policy enforcement.

Los Angeles County Police/Office of Public Safety
6/2007-8/2010 – Police Sergeant
8/2006-5/2007 -Police Officer/Background Investigator
12/1997-7/2006- Police Officer

- Police Sergeant: Supervise up to twelve (12) Police Officers, complete annual PE's on officers, investigate, personnel complaints, approve police reports, and monitor training compliance.
- Background Investigator: Conduct police background investigations on police applicants.
- Police Officer: Provide public safety by maintaining order, respond to emergencies, protect persons and property, enforce vehicle and criminal laws, arrest/detain perpetrators of crimes, and testify in court.

Education

RIO HONDO College Associate of Science, Administration of Justice -12/2019

Professional Certifications

- Administrative Hearing & Labor Arbitration
- California Police Officer Standards and Training Supervisory Certificate
- Riverside County Sheriff Supervisor School Certificate
- Riverside County Sheriff Background Investigation School Certificate
- Rio Hondo Police Academy Certification of Completion

RECEIVED
DEC 06 2023
CITY OF IRWINDALE
5:01 pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: PLANNING COMMISION
(print or type name of one Board or Commission)

Name: GABRIEL MAREZ

Address: [redacted], IRWINDALE, CA, 91010

Occupation: UNION ELECTRICIAN

Employer: IBEW LOCAL 11

Address: 6023 GARFIELD AVE, COMMERCE, CA, 90040

Home Phone: (626) [redacted] Business Phone: ( )

Years in Irwindale: 42 Registered Voter? YES

Educational background / degree: ELECTRICAL TRAINING INSTITUTE

Licenses or Special Certificates: CERTIFIED GENERAL ELECTRICIAN NO. 154379

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

Please answer the following questions completely

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

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

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

If so, which one? ____

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

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
X I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: 12/06/2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

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

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

Application for Appointment to Board or Commission
(Answers continued from application)

1. What are your reasons for wanting to serve on the Board or Commission?

As a resident of Irwindale for 42 years, I feel that I would be a great asset to the Planning Commission. My commitment and involvement with the city throughout my life will serve as a resource to help plan and shape the future of Irwindale. I am interested in being a positive voice for our community.

2. Why do you feel that you would make a good Board Member or Commissioner?

I feel that I would be a good Commissioner because I am passionate about our mission to provide excellent public service and responsible leadership to our citizens. In addition, I feel that my personal work experience as a Union Electrician for over seventeen years will serve as beneficial on the planning commission bringing expertise in the electrical and labor industry as well as extensive project management and supervisory experience.

3. Abilities, experience, and interest which you believe would contribute to your participation in municipal government?

I have been a Foreman for over 3 years working on large high end projects. In these roles I have had to work with a variety of departments and other managers to get our initiatives completed. I have managed teams anywhere from 5-20 Journeymen, supervising their tasks to ensure quality and utilizing project management skills to ensure priorities are met. I have excellent interpersonal skills that allow me to work well with a team and provide effective solutions. Additionally, having worked on a wide range of buildings including residential, industrial and convention centers, my experience helping to direct and shape land use has proven effective, sustainable and beneficial.

Gabriel Marez
[redacted]

Gabriel Marez

[redacted]
Irwindale CA 90101
[redacted]

Professionally trained IBEW Local 11 member and a lifelong learner with exceptional interpersonal and leadership skills. Technically sound in all areas of the electrical industry.

EXPERIENCE

IBEW Local 11- Electrical Foreman

2019 - CURRENT

- Plan, supervise and perform industrial electrical and commercial repair work
- Maintain productivity, quality control, labor costs, schedule, safety and acquisition of materials.
- Supervise and coordinate a team of electricians and ensure the successful completion of electrical projects

IBEW Local 11- Journeyman Wireman

2011-2019

- Ground up conduit and wiring systems for residential and industrial
- Slab on grade conduit installation, wiring, and planning for numerous commercial spaces
- Commercial installation of power systems and grounding grids
- Installation of concrete encased rigid and ocal rigid conduit
- Design build proper lighting control systems

EDUCATION

Electrical Training Institute — *Certified General Electrician*

JUNE 2006

Baldwin Park Community Education — *Certificate of Electrical / Residential and Industrial Technologies*

JANUARY 2006

PROJECTS

Los Angeles Auto Show — November 2023

Foreman

SKILLS

Leadership / Supervisory

Project Management

Quality Assurance Control

Low Voltage Supply Systems 50v

Electrical/Residential & Industrial Technology

CERTIFICATES

California Certified General Electrician No. 154379

OSHA 10 / OSHA 30

Adult/Child/Infant CPR First aid Certified

AED Certified

Comic-Con Los Angeles— December 2023

Foreman

Weymouth Water Treatment Plant— February 2020

Foreman

The Vermont Towers— 2016

Journeyman Inside Wireman

Dodger Stadium Renovation— 2013-2014

Journeyman Inside Wireman

Los Angeles Unified School District New Building— 2011

Journeyman Inside Wireman

City of Los Angeles Detention Facility— 2007

Journeyman Inside Wireman

City Council Item #24.A.

City of IRWINDALE
AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Public Hearing and Second Reading of Ordinance No. 773 Pertaining to Adoption of Proposed Chapter 3.56 of Title 3 of the Irwindale Municipal Code Related to an Affordable Housing Non-Residential Development Linkage Fee; and Public Hearing and Consideration of Resoluton No. 2023-91-3469 Pertaining to the Adoption of a Fee Schedule under Proposed Chapter 3.56

City Manager's Recommendation:

That the City Council conduct the duly noticed public hearing related to a proposed Non-Residential Linkage Fee, and after concluding the public hearing, take the following actions:

1.) Read by title only, waive further reading of, and adopt on second reading the following Ordinance:

Ordinance No. 773, entitled **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 3.56 ("AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE") TO TITLE 3 ("REVENUE AND FINANCE") OF THE IRWINDALE MUNICIPAL CODE RELATED TO AN AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3),"** and

2.) Adopt the following Resolution related to setting a fee schedule under the proposed Non-Residential Linkage Fee:

Resolution No. 2023-91-3469, entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AND ADOPTING A FEE SCHEDULE FOR CHAPTER 3.56 ("AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE") OF TITLE 3 ("REVENUE AND FINANCE") OF THE IRWINDALE MUNICIPAL CODE RELATED TO AN AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE."**

Administrative Action:

Submitted/Prepared by:

Electronically Approved

Marilyn Simpson, Community Development Director _____

Reviewed by:

Electronically Approved

Adrian R. Guerra, City Attorney _____

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer _____

Approved by:

Electronically Approved

Julian A. Miranda, City Manager _____

Background and Analysis:

City of Irwindale ("City") is facing increasing demands for affordable housing, including low-income and senior housing, as nonresidential commercial development within the City grows. To keep up with this increased demand, the City must facilitate the availability of housing products at different levels of affordability in order to address the housing needs of the entire community. City staff had proposed that the City Council approve and adopt an Affordable Housing Non-Residential Development Linkage Fee ("Non-Residential Linkage Fee") to help bridge the gap between existing City resources and the increased demand for affordable housing caused by commercial development in the City.

At its regular meeting on November 8, 2023, the City Council held a duly noticed public hearing and introduced Ordinance No. 773, attached hereto as Exhibit A, for first reading. Ordinance No. 773 would add proposed Chapter 3.56, "Affordable Housing Non-Residential Development Linkage Fee," to Title 3, "Revenue and Finance," of the Irwindale Municipal Code. Chapter 3.56 would create and allow the City to exact an Affordable Housing Non-Residential Development Linkage Fee ("Linkage Fee") on new non-residential development within the City, as defined under the Chapter. The Chapter provides that the amount of Linkage Fees to be exacted per square foot will be set by a Resolution of the City Council. The proposed Resolution No. 2023-91-3469 setting the schedule and amount of Linkage Fees to be exacted is attached hereto as Exhibit B.

As part of developing this new fee, the City retained Willdan Financial Services to conduct an impact fee nexus study to determine to what extent non-residential and residential development projects increase the demand for affordable housing within the City. The nexus study, attached as Exhibit C, has been made publicly available at least 14 days prior to the regular, open and public City Council meeting to amend, adopt, or reject the ordinance, in accordance with Government Code section 66016.6.

The nexus study found that historically, the City of Irwindale has not produced significant amounts of affordable housing. The last affordable housing projects in the City took place in 2018 and produced 11 new single family units. Between 2013 and the end of FY 2022-23, 34 affordable homes have been constructed or rehabilitated and subsequently sold to qualifying households, including the 11 new units built in 2018. Looking forward, the City must produce 36 Very Low-Income, and 11 Low-Income units by October 2029 to comply with the Southern California Association of Governments (SCAG) 6th Cycle Final Regional Housing Needs (RHNA) Allocation Plan. The implementation of an affordable housing impact fee and commercial linkage fee could provide funding sources to facilitate the

production of affordable housing to meet the City's RHNA allocation.

The nexus study found that the costs to develop new, modest, rental housing are significant in Irwindale, and exceed the development costs that can be supported by ongoing affordable rents. There is a housing affordability gap, meaning the cost to develop affordable housing units exceeds the amount of what Very Low, Low, and Moderate Income households can afford to pay for housing. Additionally, the nexus study concluded that when low-wage households cannot reasonably afford to pay market rate housing in the City, households are required to commute far distances from more affordable areas, which puts a strain on workforce satisfaction, air quality, infrastructure, traffic and transit, and the health and safety of the City's residents and workforce. The nexus study found that a development impact fee can bridge the difference between what new low-wage households, generated by new development and job growth projected by the study, can afford to pay and the cost to provide housing units associated with this induced job growth.

The nexus study determined that a development impact fee of $5.35 per square foot per commercial development, $2.16 per square foot per industrial development, and $5.50 per square foot per office development is proportionate to the impact that future non-residential development projects will have on the demand for affordable housing within the City and the City's financial need to maintain, obtain, and/or create additional affordable housing within the City to meet this demand. Proposed Resolution No. 2023-91-3469 reflects these development impact fee amounts.

Any funds generated through the development linkage fees established by the Ordinances would be used to facilitate, develop, and/or preserve housing affordable to moderate and lower income households. These funds would be in addition to any City funds currently allocated toward the facilitation, development and/or preservation of affordable housing, including any funds currently designated under the City's General Fund.

ANALYSIS:

Ordinance No. 773 would add Chapter 3.56 "AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE" to the Irwindale Municipal Code. Chapter 3.56 would require that before any non-residential development project is approved, obtains a building permit, is granted a certificate of occupancy, or is constructed, the project's developer must pay an Affordable Housing Non-Residential Development Linkage Fee proportionate to the size of the project. The Non-Residential Linkage Fee, in an amount to be set by the City Council by resolution, is intended to offset the impact that the non-residential development project will have on the City's need for affordable and low-income housing as the project draws employees and their families to the City. The Non-Residential Linkage Fee will be calculated separately for each non-residential development project according to the project's square footage. The square footage would exclude common areas such as parking garages and public bathrooms. Developers would be able to petition the City Council for an adjustment or waiver of the Linkage Fee if they can affirmatively show that an insufficient nexus exists between the project's proposed use and the Non-Residential Linkage Fee.

The Linkage Fee would not be applied to the following developments:

- Applications that have been deemed complete by the Community Development Department prior to January 1, 2024;
- A Non-Residential Development Project with a square footage (excluding common areas) of 10,000 square feet or less in aggregate;
- Community Land Uses, as defined in this chapter (such as religious institutions, museums, educational facilities, hospitals, etc.);
- Reconstruction of any building that was destroyed by fire, flood, earthquake or other act of nature, so long as the square footage does not exceed the square footage prior to the loss; and
- The housing portion of a mixed-use project.

However, if a development exempt from the Non-Residential Linkage Fee later converts to a use subject to the Non-Residential Linkage Fee, the converted project would be subject to the Non-Residential Linkage Fee requirements.
The Ordinance would take effect 60 after its adoption in accordance with Government Code section 66017, and would only apply to Non-Residential Development Projects whose applications have been deemed complete on or after January 1, 2024 in order to provide the City with opportunity to educate prospective developers and existing landowners prior to implementation.

Proposed Resolution No. 2023-91-3469
Resolution No. 2023-91-3469 would set the fee schedule for Linkage Fees exacted under the Non-Residential Linkage Fee ordinance. The resolution would also adopt the nexus study conducted by Willdan Financial Services, pursant to Government Code section 66016.5.
The resolution would adopt the maximum fee amount recommended under the nexus study for non-residential developments divided into three categories of land use: 1.) Commercial Development, 2.) Industrial Development, and 3.) Office Development. These three categories of non-residential development land uses mirror the categories of land use defined under the City's Development Impact Fees. The fee schedule would be adopted as follows:

"Affordable Housing Non-Residential Development Linkage Fee Schedule"

Non-Residential Development Land Use	**Linkage Fee per Square Foot**
Commercial	$5.35
Office	$5.50
Industrial	$2.16

Adopting the proposed fees via resolution would allow the City Council to occasionally review and modify the fee schedule under the Non-Residential Linkage Fee ordinance to ensure that all Linkage Fees are up-to-date with affordable housing costs.

Fiscal Impact:

None

Attachments:

1. Exhibit A – Ordinance No. 773 Adopting Chapter 3.56 “AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT IMPACT FEE” to the Irwindale Municipal Code
2. Exhibit B – Resolution No. 2023-91-3469, Setting Non-Residential Linkage Fee Amounts
3. Exhibit C – Affordable Housing and Commercial Linkage Impact Fee Study conducted by Willdan Financial Services, October 2023

ORDINANCE NO. 773

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 3.56 ("AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE") TO TITLE 3 ("REVENUE AND FINANCE") OF THE IRWINDALE MUNICIPAL CODE RELATED TO AN AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3)

WHEREAS, a city has the power make and enforce regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals, or the public safety; and

WHEREAS, in executing that power, a city council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the City Council of the City of Irwindale ("City Council") recognizes that the City of Irwindale ("City") is facing increasing demands for affordable housing, including low-income and senior housing, and further acknowledges the need to facilitate the availability of housing products at different levels of affordability in order to address the housing needs of the entire community; and

WHEREAS, the City Council desires to adopt a fee to help address the increased need for affordable housing connected with new nonresidential development and the development of new market rate residential units ("Affordable Housing Non-Residential Development Linkage Fee" or "Non-Residential Linkage Fee"); and

WHEREAS, the City has caused a study to be prepared that analyzes whether there is a reasonable relationship between the development of nonresidential projects and new market rate residential units and the need to increase the supply of new affordable housing; and

WHEREAS, that draft study, prepared by Willdan Financial Services, entitled "City of Irwindale – Affordable Housing and Commercial Linkage Impact Fee Study" dated October 2023 ("Nexus Study"), demonstrates that such a nexus exists, and that the use of an Affordable Housing Non-Residential Development Linkage Fee for the purpose of increasing the supply of affordable housing in the City is justified, based on the following findings:

A. Extremely Low-, Very Low-, and Low-Income households in Irwindale, as defined by the 2023 HUD income limits, cannot afford market rate housing in the City. Affordable housing is defined as housing that costs 30 percent or less of gross monthly household income; and

B. The costs to develop new, modest, rental housing are significant in Irwindale, and exceed the development costs that can be supported by ongoing affordable rents. There is a housing affordability gap, meaning the cost to develop affordable housing units exceeds the amount of what very low-, low-, and moderate-income households can afford to pay for housing; and

C. The last affordable housing projects in the City took place in 2018 and produced 11 new single-family units. Between 2013 and the end of FY 2022-23, 34 affordable homes have been constructed or rehabilitated and subsequently sold to qualifying households, including the 11 new units built in 2018. Looking forward, the City must ensure there are enough appropriately zoned sites to accommodate 36 Very Low-Income, and 11 Low-Income units by October 2029 to comply with the Southern California Association of Governments (SCAG) 6th Cycle Final Regional Housing Needs (RHNA) Allocation Plan. The implementation of an affordable housing impact fee and commercial linkage fee could provide funding sources to facilitate the production of affordable housing to meet the City's RHNA allocation; and

D. The City of Irwindale is projected to generate approximately 6,900 net new jobs by 2040, some of which will be attributable to the demand for workers created by new non-residential developments, including but not limited to office, commercial, and industrial developments; and

E. New 100,000 square foot Non-Residential Office Developments within the City are projected to generate approximately one to four jobs per development; and

F. New 100,000 square foot Non-Residential Commercial Developments within the City are projected to generate approximately one to three jobs per development; and

G. New 100,000 square foot Non-Residential Industrial Developments within the City are projected to generate approximately one to four jobs per development; and

H. Most jobs generated by new 100,000 square foot Non-Residential Office, Commercial, and Industrial Developments will fall under "Very Low Income" and "Low Income" occupations; and

I. Low-wage households cannot reasonably afford to pay for market rate housing in the City. This requires households to commute far distances from more affordable areas which puts a strain on workforce satisfaction, air quality, infrastructure, traffic and transit, and the health and safety of the City's residents and workforce; and

J. As low-wage households cannot reasonably afford to pay for market rate housing in the City, a housing impact fee can bridge the difference between what new low-wage households, generated by new development and job growth, can afford to pay and the cost to provide housing units associated with this induced job growth; and

K. The current pace of development and maintenance of housing units within the City of Irwindale that are affordable for “Extremely Low Income,” “Very Low Income,” and “Low Income” wage-earners is outpaced by the demand caused by this projected job growth by 2040; and

WHEREAS, the lack of affordable housing production has a detrimental effect on the health, safety, and welfare of the City's residents including its impacts on traffic, transit and related air quality impacts, and the demands placed on the regional transportation infrastructure, as City-based employees with “Extremely Low Income,” “Very Low Income,” and “Low Income” occupations are unable to afford to live in the City and must commute from more affordable areas; and

WHEREAS, the City Council has determined that the Non-Residential Linkage Fee is consistent with and implements the goals and objectives of the City’s General Plan, including the City’s Housing Element, and in particular Housing Element Policy 5 and Housing Element Policy 9; and

WHEREAS, the Non-Residential Linkage Fee is intended to create a funding mechanism to increase the supply of affordable housing in the City without reference to a specific development or property; and

WHEREAS, the City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061 (b)(3) on the grounds that it can be seen with certainty that the Residential Linkage Fee will not have a significant effect on the environment; and

WHEREAS, the City Council has determined that the Non-Residential Linkage Fee should be established consistent with the requirements applicable to fees for public facilities in California Government Code Section 66000 *et seq*., commonly referred to as the Mitigation Fee Act, without determining that it is required to do so; and

WHEREAS, the City has published advance notice of the public hearing concerning the Non-Residential Linkage Fee in a manner consistent with the Mitigation Fee Act, and during that period made available for public review and comment data indicating the estimated cost required to provide affordable housing and the potential revenue sources; and

WHEREAS, the Non-Residential Linkage Fee is authorized pursuant to Section 400 of the City Charter and Section 7, Article XI of the California Constitution as a police power measure to improve the public welfare of the City; and

WHEREAS, consistent with the Mitigation Fee Act and the City Charter, the Non-Residential Linkage Fee may be established by ordinance and resolution; and

WHEREAS, all legal prerequisites for the adoption of this Ordinance have occurred.

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

SECTION 1. The facts set forth in the recitals in this Ordinance are true and correct and incorporated herein by this reference.

SECTION 2. Based upon substantial evidence and testimony taken from the record as a whole, and received at the public hearing, both oral and written, including the Nexus Study, staff report, and all attachments thereto, which shall constitute the entire record of the matter, the City Council does hereby find and determine that a reasonable relationship (or "nexus") exists between the development of non-residential projects and the need to increase the supply of new affordable housing.

SECTION 3. The City Council hereby adopts and adds a new Chapter 3.56, entitled "Affordable Housing Non-Residential Development Linkage Fee" to Title 3, entitled "Revenue and Finance", of the Irwindale Municipal Code to read in its entirety as set forth below:

"CHAPTER 3.56 – AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE

3.56.010 - Purpose.

The purpose of this chapter is to facilitate the development and availability of housing affordable to a range of households with varying income levels within the City through creation and imposition of a fee on new non-residential development, including commercial, industrial, office, and other non-residential development, which will partially fund the need for affordable housing created by the workforce of this new development. The requirements of this chapter are based on a number of factors including, but not limited to, the City's commitment to increasing opportunities for affordable housing; the immediate need for affordable housing, as reflected in local, state, and federal housing regulations and policies; the demand for affordable housing created by commercial, industrial, and other non-residential development; and the impact that the lack of affordable housing production has on the health, safety, and welfare of the City's residents including its impacts on traffic, transit and related air quality impacts, and the demands placed on the regional transportation infrastructure. Imposing a fee that is reasonably related to the burdens created by new commercial, industrial, office, and other non-residential development on the City's need for affordable housing will enable the City to fund development of affordable housing units that will contribute to addressing these impacts. It is the intent of the City Council that the fee required by this chapter shall be supplementary to any conditions imposed upon a development project pursuant to other

provisions of this Code, the City Charter, the Subdivision Map Act, the California Environmental Quality Act, and other state and local laws, which may authorize the imposition of project specific conditions on development.

3.56.020 – Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Applicant" shall mean person, firm, partnership, association, joint venture, corporation, developer, or any entity or combination of entities, which seeks or applies for City approvals, permits or entitlements for all or part of a Non-Residential Development Project.

"Building Permit" shall mean and include full structural building permits as well as partial permits such as foundation-only permits.

"Non-Residential Development Project" shall mean the construction or the addition of new non-residential Gross Leasable Floor Area (as defined in this Section), or the conversion from a use exempt from the Affordable Housing Non-Residential Development Linkage Fee, per Section 3.56.030.B, to a use subject to the Affordable Housing Non-Residential Development Linkage Fee (as set forth in Section 3.56.030). Non-Residential Development Projects include, but are not limited to, development projects for commercial use, industrial use, and office use.

"Community Land Uses" shall mean land uses that serve the public, which include but are not limited to: hospitals, churches or other places of worship, museums, educational facilities (public and private K-12,community colleges, and colleges and universities), youth and recreational facilities, emergency shelters, and other such institutional uses which serve the public, as determined by the Director.

"Director" shall mean the Community Development Director of the City of Irwindale, or his or her designee.

"Gross Leasable Floor Area" means the square footage in a non-residential property designed for a tenant's exclusive use, which typically includes mezzanines, basements, or upper floors, but does not include shared areas, such as parking garages, public bathrooms or maintenance areas. Gross Leasable Floor Area is measured from the center of the wall separating tenant spaces. Internal walls are incorporated in the Gross Leasable Floor Area.

"City Manager" shall mean the City Manager of the City of Irwindale, or his or her designee.

"Mixed-Use Project" shall mean, for the purposes of this Chapter, any development that contains a combination of residential and non-residential uses within one building, or an integrated group of buildings on one development site.

3.56.030 – Affordable Housing Non-Residential Development Linkage Fee.

A. An Affordable Housing Non-Residential Development Linkage Fee, in an amount established by resolution of the City Council, is hereby imposed on all Non-Residential Development Projects. The Fee imposed shall be based on the impacts to affordable housing attributable to the Non-Residential Development Project and shall be determined at the time of submittal into building plan check for the project. No Non-Residential Development Project shall be approved, nor shall any such Non-Residential Development Project be constructed, without compliance with this Chapter. The amount of the charge due under this chapter shall be determined at the time of submittal into building plan check for the project. Following project submittal the city shall provide the applicant with a notice in writing, a statement of the amount of the Fee and notification of the ninety (90) day appeal period in which the applicant may protest the imposition of the fee. The full Fee amount shall be due and payable to the City prior to or at the issuance of building permits. No certificate of occupancy or building permit shall be issued for a Non-Residential Development Project that has not paid the Fee required under this chapter.

B. Notwithstanding subsection A above, this chapter shall not apply to the following:

1. A Non-Residential Development Project with a Gross Leasable Floor Area of 10,000 square feet or less in aggregate;

2. A Non-Residential Development Project with an application that has been submitted and deemed complete by the Community Development Department prior to January 1, 2024;

3. Community Land Uses, as defined in this chapter (such as religious institutions, museums, educational facilities, hospitals, etc.);

4. Reconstruction of any building that was destroyed by fire, flood, earthquake or other act of nature, so long as the square footage does not exceed the square footage prior to the loss; and

5. The housing portion of a Mixed-Use Project.

C. The Affordable Housing Non-Residential Development Linkage Fee shall be charged on new Gross Leasable Floor Area, subject to Section 3.56.050 (Conversion).

3.56.040 – Adjustments or Waivers.

An applicant for any project subject to the Fee described in this Chapter may apply to the City Manager for an adjustment, reduction, or waiver of the development impact fee based upon the absence of any sufficient nexus between the proposed use and either the amount of Fee charged or purpose of the Fee. Such requests shall be subject to the process outlined below:

A. Any application for an adjustment, reduction, or waiver of the Fee shall be made in writing and filed with the City Clerk's Office within ninety (90) days of the date of the notice.

B. The application shall state in detail the factual basis and legal theory for the claim of waiver, reduction or adjustment. The applicant shall bear the burden of proof of presenting substantial evidence to support the request for an adjustment or waiver.

C. The City Manager shall render a written decision to the request within sixty (60) days after the written appeal is filed. The applicant may seek review of the City Manager's decision by filing a written appeal to the city council within ten (10) days of the City Manager's decision. The written appeal must be in writing and filed with the City Clerk.

D. The city council shall consider the application at a public hearing held within sixty (60) days after the filing of the written appeal. The decision of the city council shall be final.

E. If an adjustment or waiver is granted, any increase to the new Gross Leasable Floor Area of the approved Non-Residential Development Project shall invalidate the adjustment or waiver.

3.56.050 – Conversion.

If the original or proposed use, or original or proposed development of a property is exempt from the Affordable Housing Non-Residential Development Linkage Fee, but the property is later converted to a use subject to the Fee, the Gross Leasable Floor Area of the converted square footage shall be subject to the Fee pursuant to Section 3.56.030(A).

3.56.060 – Use of Funds.

All funds generated by the Affordable Housing Non-Residential Development Linkage Fee shall be used to facilitate the development and/or preservation of housing affordable to moderate- and lower-income households.

3.57.070 – Fee Schedule Set by Resolution.

The amount of the Affordable Housing Non-Residential Development Linkage Fee and any adjustments thereto may be reviewed and revised periodically and adopted by resolution of the City Council."

SECTION 4. The City Council hereby finds and determines the adoption of this Ordinance is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Title 14 of the California Code of Regulations ("CEQA Guidelines") Section 15061(b)(3) because the Ordinance will not allow for or encourage any more development than is already anticipated under the City's existing General Plan and as regulated by existing zoning, or otherwise allow for or promote physical changes in the environment, and therefore, it can be seen with certainty that there is no possibility that the Ordinance will have a significant effect on the environment. All new development projects required to pay the Affordable Housing Non-Residential Development Linkage Fee imposed by this Ordinance and will be subject to appropriate environmental review as part of the entitlement process. Each of the foregoing provides a separate and independent basis for CEQA compliance and, when viewed collectively, provides an overall basis for CEQA compliance.

SECTION 5. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect **60** days after its final passage. City Staff are directed and authorized to inform and educate the public regarding the adoption of this Ordinance prior to it taking effect.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 8th day of November 2023.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale do hereby certify that the foregoing Ordinance No. 773 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on November 8, 2023, and adopted on second reading at a regular meeting of the City Council of the City of Irwindale held on December 13, 2023, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 773 adopted by the City Council of the City of Irwindale at its regular meeting held December 13, 2023, to be posted at the City Hall, Library, and Post Office on October 25, 2023.

_____ Dated:_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

RESOLUTION NO. 2023-91-3469

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AND ADOPTING A FEE SCHEDULE FOR CHAPTER 3.56 ("AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE") OF TITLE 3 ("REVENUE AND FINANCE") OF THE IRWINDALE MUNICIPAL CODE RELATED TO AN AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE

WHEREAS, a city has the power make and enforce regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals, or the public safety; and

WHEREAS, in executing that power, a city council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the City Council of the City of Irwindale ("City Council") recognizes that the City of Irwindale ("City") is facing increasing demands for affordable housing, including low-income and senior housing, and further acknowledges the need to facilitate the availability of housing products at different levels of affordability in order to address the housing needs of the entire community; and

WHEREAS, the City Council desires to adopt a fee to help address the increased need for affordable housing connected with new nonresidential development and the development of new market rate residential units ("Affordable Housing Non-Residential Development Linkage Fee" or "Non-Residential Linkage Fee"); and

WHEREAS, the City has caused a study to be prepared that analyzes whether there is a reasonable relationship between the development of nonresidential projects and new market rate residential units and the need to increase the supply of new affordable housing; and

WHEREAS, that study, prepared by Willdan Financial Services, entitled "City of Irwindale – Affordable Housing and Commercial Linkage Impact Fee Study" dated October 2023 ("Nexus Study"), demonstrates that such a nexus exists, and that the use of an Affordable Housing Non-Residential Development Linkage Fee for the purpose of increasing the supply of affordable housing in the City is justified, based on the following findings:

A. Extremely Low-, Very Low-, and Low-Income households in Irwindale, as defined by the 2023 HUD income limits, cannot afford market rate housing in the City. Affordable housing is defined as housing that costs 30 percent or less of gross monthly household income; and

B. The costs to develop new, modest, rental housing are significant in Irwindale, and exceed the development costs that can be supported by ongoing affordable rents. There is a housing affordability gap, meaning the cost to develop affordable housing units exceeds the amount of what very low, low, and moderate income households can afford to pay for housing; and

C. The last affordable housing projects in the City took place in 2018 and produced 11 new single family units. Between 2013 and the end of FY 2022-23, 34 affordable homes have been constructed or rehabilitated and subsequently sold to qualifying households, including the 11 new units built in 2018. Looking forward, the City must produce 36 Very Low-Income, and 11 Low-Income units by October 2029 to comply with the Southern California Association of Governments (SCAG) 6th Cycle Final Regional Housing Needs (RHNA) Allocation Plan. The implementation of an affordable housing impact fee and commercial linkage fee could provide funding sources to facilitate the production of affordable housing to meet the City's RHNA allocation; and

D. The City of Irwindale is projected to generate approximately 6,900 net new jobs by 2040, some of which will be attributable to the demand for workers created by new non-residential developments, including but not limited to office, commercial, and industrial developments; and

E. New 100,000 square foot Non-Residential Office Developments within the City are projected to generate approximately one to four jobs per development; and

F. New 100,000 square foot Non-Residential Commercial Developments within the City are projected to generate approximately one to three jobs per development; and

G. New 100,000 square foot Non-Residential Industrial Developments within the City are projected to generate approximately one to four jobs per development; and

H. Most jobs generated by new 100,000 square foot Non-Residential Office, Commercial, and Industrial Developments will fall under "Very Low Income" and "Low Income" occupations; and

I. Low-wage households cannot reasonably afford to pay for market rate housing in the City. This requires households to commute far distances from more affordable areas which puts a strain on workforce satisfaction, air quality, infrastructure, traffic and transit, and the health and safety of the City's residents and workforce; and

J. As low-wage households cannot reasonably afford to pay for market rate housing in the City, a housing impact fee can bridge the difference between what new low-wage households, generated by new development and job growth, can afford to pay and the cost to provide housing units associated with this induced job growth; and

K. The current pace of development and maintenance of housing units within the City of Irwindale that are affordable for "Extremely Low Income," "Very Low Income," and "Low Income" wage-earners is outpaced by the demand caused by this projected job growth by 2040; and

WHEREAS, on December 13, 2023, the City Council conducted a duly noticed public hearing and adopted Ordinance No. 773, adding Chapter 3.56, "Affordable Housing Non-Residential Development Linkage Fee," to Title 3, "Revenue and Finance," of the Irwindale Municipal Code ("IMC"), based on the findings of the Nexus Study in order to help address the increased need for affordable housing connected with new nonresidential development and the development of new market rate residential units ("Affordable Housing Non-Residential Development Linkage Fee" or "Non-Residential Linkage Fee"); and

WHEREAS, by and through Ordinance No. 773, the City Council has determined that a reasonable relationship (or "nexus") exists between the development of non-residential projects and the need to increase the supply of new affordable housing; and

WHEREAS, the City Council has also determined that the Non-Residential Linkage Fee is consistent with and implements the goals and objectives of the City's General Plan, including the City's Housing Element, and in particular Housing Element Policy 5 and Housing Element Policy 9; and

WHEREAS, pursuant to IMC Chapter 3.56, the City Council must adopt by resolution a Non-Residential Linkage Fee schedule based on an analysis of the cost of mitigating the impact of additional demand for affordable housing caused by non-residential development projects subject to the linkage fee, as defined under the Chapter; and

WHEREAS, the City Council has determined that the Non-Residential Linkage Fee should be established consistent with the requirements applicable to fees for public facilities in California Government Code Section 66000 *et seq*., commonly referred to as the Mitigation Fee Act, without determining that it is required to do so; and

WHEREAS, the City has published and provided advance notice of the public hearing concerning the Non-Residential Linkage Fee in a manner consistent with the Mitigation Fee Act, and during that period made available for public review and comment data indicating the estimated cost required to provide affordable housing and the potential revenue sources; and

WHEREAS, the Non-Residential Linkage Fee is authorized pursuant to Section 400 of the City Charter and Section 7, Article XI of the California Constitution as a police power measure to improve the public welfare of the City; and

WHEREAS, all legal prerequisites for the adoption of this Resolution have occurred.

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

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

SECTION 2. The City Council hereby adopts the study prepared by Willdan Financial Services, entitled "City of Irwindale – Affordable Housing and Commercial Linkage Impact Fee Study" dated October 2023 ("Nexus Study"), attached hereto as Exhibit "A," and incorporated herein by this reference, pursuant to Government Code section 66016.5. The Nexus Study demonstrates that a reasonable relationship exists between the development of non-residential projects and the need to increase the supply of new affordable housing, that the use of an Affordable Housing Non-Residential Development Linkage Fee for the purpose of increasing the supply of affordable housing in the City is justified, and recommends a fee schedule for the Affordable Housing Non-Residential Development Linkage Fee based on the proportional impact of non-residential development on the demand for affordable housing within the City of Irwindale.

SECTION 3. The City Council hereby adopts the following fee schedule for the assessment of a Non-Residential Linkage Fee on eligible projects pursuant to IMC Chapter 3.56, based on the recommended fee schedule under the adopted Nexus Study:

Affordable Housing Non-Residential Development Linkage Fee Schedule

Non-Residential Development Land Use	**Linkage Fee per Square Foot**
Commercial	$5.35
Office	$5.50
Industrial	$2.16

SECTION 4. If any section, subsection, sentence, clause or phrase of this Resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 5. The Chief Deputy City Clerk shall certify to the adoption of this resolution, which shall in turn take effect **60** days after its adoption. City Staff are directed and authorized to inform the public regarding the adoption of this resolution prior to its taking effect.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 13th day of December, 2023.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-91-3469 was adopted at a regular meeting of the Irwindale City Council held on the 13th day of December 2023, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE

AFFORDABLE HOUSING AND COMMERCIAL LINKAGE IMPACT FEE STUDY

FINAL

OCTOBER 25, 2023

Oakland Office
66 Franklin Street
Suite 300
Oakland, CA 94607
Tel: (510) 832-0899

Corporate Office
27368 Via Industria
Suite 200
Temecula, CA 92590
Tel: (800) 755-6864
Fax: (888) 326-6864

www.willdan.com

Other Regional Offices
Aurora, CO
Orlando, FL
Phoenix, AZ
Plano, TX
Seattle, WA
Washington, DC

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Executive Summary

This report documents an analysis of affordable housing impact fees needed to fund new development's share of affordable housing induced by the household spending associated with new market rate development. It also documents a commercial linkage fee analysis which quantifies the connection between the development of commercial and industrial development projects and the demand for affordable housing units through an analysis of the housing needed for new employees and the ability of those employees to afford housing in the City.

Background and Study Objectives

The City of Irwindale is currently updating its General Plan Housing Element. As part of this effort to address the City's ongoing unmet housing needs, Irwindale is considering implementing an affordable housing fee on new development projects and inclusionary housing regulation. The purpose of the affordable housing fee is to mitigate the impact of new market rate development on the demand for affordable housing.

To adopt a development impact fee, a local jurisdiction must demonstrate the reasonable relationship (or "nexus") between the development projects paying the fee and the fee that is charged. This nexus study quantifies the connection between the development of market rate housing and the demand for (and pricing of) affordable housing units.

This residential nexus study examines the household income and spending generated by the new market rate households renting or buying new units in Irwindale. Using the IMPLAN economic model, the household spending associated with new development is translated into new induced job growth. These induced jobs will be at various wage rates; though many induced jobs will earn lower wages. Low-wage households cannot reasonably afford to pay for market rate housing in Irwindale, a housing impact fee can be justified to bridge the difference between what these new households can afford to pay and the cost to provide housing units to accommodate lower income households associated with this induced job growth.

The commercial linkage fee analysis examines the relationship between jobs created by new commercial development in the City and demand for new housing the City created by those new worker households. As with the residential fee, the analysis measures the extent to which these new worker households need assistance, or a subsidy, to afford housing in the City. Like the affordable housing impact fee, the commercial linkage fee would generate fee revenue to bridge the difference between what these new worker households can afford to pay and the cost to provide housing units to accommodate lower income households associated with the prototype development projects.

Nexus Study Conclusions

The analysis and data compiled in this report demonstrate the following:

1. Extremely Low-, Very Low-, and Low-Income households in Irwindale, as defined by the 2023 HUD income limits, cannot afford market rate housing in the City. Affordable housing is defined as housing that costs 30 percent or less of gross monthly household income.
2. The costs to develop new, modest, rental housing are significant in Irwindale, and exceed the development costs that can be supported by the ongoing affordable rents.
3. Household spending by new market rate rental and for sale households will induce the creation of Extremely Low-, Very Low-, and Low-Income job-holding households that cannot afford housing at the market rate. This requires households to commute long

distances from more affordable areas which puts a strain on workforce satisfaction, air quality, infrastructure, traffic and transit, and the health and safety of the City's residents and workforce.

4. Residents who can afford to purchase or rent new housing within the City, and the City's day-time workforce spend a portion of their disposable income in the City. This increased spending results in the need to hire new workers to accommodate the increased demand for goods and services associated with new development and increases demand for City services.
5. Historically, the City of Irwindale has not produced significant amounts of housing compared to the SCAG region. However, most of the City's recent housing production has been affordable housing. The last affordable housing projects in the City took place in 2018 and produced 11 new single-family units. Between 2013 and the end of FY 2022-23, 34 affordable homes have been constructed or rehabilitated and subsequently sold to qualifying households, including the 11 new units built in 2018. Looking forward, the City must ensure that there are enough appropriately zoned sites to accommodate 36 Very Low-Income, and 11 Low-Income units by October 2029 to comply with the Southern California Association of Governments (SCAG) 6th Cycle Final Regional Housing Needs (RHNA) Allocation Plan. The implementation of an affordable housing impact fee and commercial linkage fee could provide funding sources to facilitate the production of affordable housing in the City of Irwindale.
6. The City of Irwindale is projected to generate approximately 6,900 net new jobs by 2040. Some of those jobs will be Low-Income, and Very Low-Income Jobs that cannot afford housing at the market rate.

Consequently, the analysis in this report identifies the maximum justified affordable housing impact fee that can bridge the gap between the cost of developing affordable housing and what Extremely Low-, Very Low-, and Low-Income households can afford to pay. This report also identifies the maximum justified commercial linkage fee, which bridges the difference between what these new Very Low-, and Low-Income worker households living and working in Irwindale can afford to pay and the cost to provide affordable housing units.

Affordable Housing Impact Fee Schedule

The maximum justified affordable housing impact fee schedule is summarized in **Table E.1**. The fees shown here are the maximum supportable under state law. The City can adopt any amount up to the amounts shown here.

Table E.1: Maximum Justified Affordable Housing Impact Fee Schedule

	Fee per Square Foot
Maximum Impact Fee per Square Foot- New Rental Unit	$ 170
Maximum Impact Fee per Square Foot - New For Sale Unit	166

Source: Table 1.11

Commercial Linkage Fee Schedule

The maximum justified commercial linkage fee schedule is summarized in **Table E.2**. The fees shown here are the maximum supportable under state law. The City can adopt any amount up to the amounts shown here.

Table E.2: Maximum Justified Commercial Linkage Impact Fee

	Fee per Square Foot
Commercial	$ 5.35
Office	5.50
Industrial	2.16

Source: Table 2.10

1. Affordable Housing Fee Nexus Analysis

This chapter details an analysis of the need for affordable housing required to accommodate lower-income employees that support growth within the City of Irwindale. It documents a reasonable relationship between new development and a fee to fund affordable housing.

Nexus Approach

New residential development generates population growth. Residents who can afford to purchase or rent this new housing then spend their disposable income in the city. Consequently, this increased spending results in the need to hire new workers to accommodate the increased demand for goods and services associated with new development. This analysis establishes the connection between the increase in household spending associated with new development and the number of new workers that will be hired by local businesses to meet that demand.

Employment growth provides occupations at various wage and salary levels. Low wage workers cannot afford market rate housing within the City of Irwindale, so an affordable housing impact fee can be calculated to bridge the gap between what low wage workers can afford to pay for and the cost of providing that housing.

The analysis presented here defines the upper limit for a housing impact fee to be charged on new rental and for-sale housing to mitigate impacts on affordable housing needs. The maximum fee is not necessarily the recommended fee.

Housing Affordability in Irwindale

This section of the chapter evaluates housing affordability in Irwindale, using Department of Housing and Community Development State Income Limits and current market rate rent data.

Table 1.1 displays the Los Angeles County Income limits, as identified by HUD.

Table 1.1: Los Angeles County Income Limits, 2023

Persons per HH:	1	2	3	4	5	6	7	8
Median Income	68,750	78,550	88,400	**98,200**	106,050	113,900	121,750	129,600
Extremely Low	26,500	30,300	34,100	37,850	40,900	43,950	46,950	50,560
Very Low Income	44,150	50,450	56,750	63,050	68,100	73,150	78,200	83,250
Low Income	70,650	80,750	90,850	100,900	109,000	117,050	125,150	133,200
Median Income	68,750	78,550	88,400	98,200	106,050	113,900	121,750	129,600
Moderate Income	82,500	94,300	106,050	117,850	127,300	136,700	146,150	155,550

Source: Department of Housing and Community Development, State Income Limits 2023.

Market Rate Rents

Willdan gathered data regarding existing market rate rents in Irwindale. Because the City has a small supply of rental units, the data collected included the larger area generally bounded by the I-210, I-605, I-10 freeways and SR-39. This information will inform the assumption of the

household income necessary to rent a housing unit in Irwindale at the market rate. Willdan used data from CoStar.com to identify the effective rent per unit for various types of units in the City, which is summarized in **Table 1.2.**

Table 1.2 Average Effective Rent, Q4 2023

Unit Type	Average Effective Rent
Studio	$ 1,398
1-Bedroom	1,588
2-Bedroom	1,855
3-Bedroom	1,887

Sources: CoStar.com; Willdan Financial Services.

Market Rate Housing Affordability

To evaluate housing affordability in Irwindale, the analysis compares the household income at the midpoint of each income category from Table 1.1 to the market rents by number of bedrooms from Table 1.2. This analysis uses household incomes at the mid-point of each income range when calculating affordable rents as a conservative measure to avoid overstating the affordability of rental housing. In addition to rents, the analysis also includes an estimate of utility costs based on the Los Angeles County Development Authority utility allowances. The maximum affordable monthly rent including utilities for each income category is calculated as 30 percent of gross monthly household income. If the difference between the maximum affordable rent and the total monthly housing costs is negative, then housing for that income category and housing product is considered unaffordable.

Table 1.3: Affordability of Market Rate Rental Housing in Irwindale

Household (Unit) Size:	1 Person (Studio)	2 Person (1 Bedroom)	3 Person (2 Bedrooms)	4 Person (3 Bedrooms)
Average Market-Rate Rent[1]	$ 1,398	$ 1,588	$ 1,855	$ 1,887
Utility Costs[2]	192	227	265	313
Total Monthly Housing Costs	$ 1,590	$ 1,815	$ 2,120	$ 2,200
Extremely Low Income (up to 30% AMI)				
Household Income at Midpoint of Income Range[3]	$ 13,250	$ 15,150	$ 17,050	$ 18,925
Maximum Affordable Monthly Rent[4]	139	152	161	160
Amount Above (Below) Market Rate Rent	(1,259)	(1,436)	(1,694)	(1,727)
Very Low Income (31-50% AMI)				
Household Income at Midpoint of Income Range[3]	$ 35,325	$ 40,375	$ 45,425	$ 50,450
Maximum Affordable Monthly Rent[4]	691	782	871	948
Amount Above (Below) Market Rate Rent	(707)	(806)	(984)	(939)
Low Income (51-80% AMI)				
Household Income at Midpoint of Income Range[3]	$ 57,400	$ 65,600	$ 73,800	$ 81,975
Maximum Affordable Monthly Rent[4]	1,243	1,413	1,580	1,736
Amount Above (Below) Market Rate Rent	(155)	(175)	(275)	(151)
Moderate Income (81-120% AMI)				
Household Income at Midpoint of Income Range[3]	$ 76,575	$ 87,525	$ 98,450	$ 109,375
Maximum Affordable Monthly Rent[4]	1,722	1,961	2,196	2,421
Amount Above (Below) Market Rate Rent	324	373	341	534

[1] See Table 1.2
[2] Utility Costs per Los Angeles County Development Authority (LACDA) Utility Allowance. Assumes electric heating, cooking costs.
[3] Household income limits published by the California Department of Housing and Community Development for Los Angeles County, 2023. Shows midpoint of income range. See Table 1.1
[4] Assumes 30-percent of gross income spent on housing and utilities costs.

Sources: California Department of Housing and Community Development, 2023; Willdan Financial Services.

Table 1.4 identifies the income required to afford market rate rents in the City, by household size. The income required to afford market rate rents assumes that 30 percent of gross income spent on housing and utility costs is considered affordable. The annual affordable housing costs is then compared to the area median income (area median income) to estimate amount of gross income above AMI that is needed to afford each product type, by household size.

Table 1.4: Income Required to Afford Market-Rate Rents in Irwindale

Household (Unit) Size:	1 Person (Studio)	2 Person (1 Bedroom)	3 Person (2 Bedrooms)	4 Person (3 Bedrooms)
Total Monthly Housing Costs	$ 1,590	$ 1,815	$ 2,120	$ 2,200
Annual Housing Costs	$ 19,080	$ 21,780	$ 25,440	$ 26,400
Household Income Required[1]	63,600	72,600	84,800	88,000
Area Median Income (AMI)	68,750	78,550	88,400	98,200
Income Required as Percent of AMI	93%	92%	96%	90%

[1] Assumes 30-percent of gross income spent on housing and utilities costs.

Sources: Tables 1.1 and 1.3.

Market Rate Prototypes and Gross Income

This analysis identified two market rate residential prototypes based on a review of the housing market in Irwindale.

Market Rate Rental Prototype

The data collected to identify the current effective rent in Irwindale was also used to identify typical rental product characteristics. The typical rental unit in the City was a two bedroom, one bathroom unit sized at 883 square feet. Using the current effective rent data, and the housing cost as percent of gross income assumptions discussed above, the amount of gross income needed to afford rent in Irwindale is calculated in **Table 1.5**. It requires an annual gross household income of $74,200 to rent a market rate rental unit in Irwindale.

Table 1.5: Rental Residential Prototype

	Multifamily
Bedrooms	2
Bathrooms	1
Square feet	883
Rent per Square Foot	$ 2.10
Monthly Rent	$ 1,855
Annual Rent	22,260
Housing Cost as Percent of Income[1]	30%
Gross Household Income	$ 74,200

[1] Renter housing burden is estimated at 30-percent of gross household income, based on California Health & Safety Code Sections 50052.5 and 50053.

Sources: CoStar; Willdan Financial Services.

Market Rate For Sale Prototype

Recent housing sales data was collected from Zillow.com from May 2021 to October 2023. That data informed the typical for sale product prototypes displayed below in **Table 1.6.** The gross household income necessary to afford to purchase the prototype is then calculated using current interest rates and estimated housing ownership costs. An annual gross household income of nearly $134,924 is required to purchase a home in Irwindale.

Table 1.6: For Sale Residential Prototype

		Single Family Detached
Prototype Assumptions [1]		
Bedrooms		3
Bathrooms		2
Square feet		1,419
Sales Price per Square Foot	$	356
Sales Price	$	505,164
Down Payment (20%)	$	101,033
Loan Amount	$	404,131
Interest Rate[2]		7.49%
Monthly Mortgage Payment	$	2,823
Annual Property Tax[3]		10,327
Homeowners Insurance		2,800
Annual Housing Costs	$	47,003
Housing Cost as Percent of Income[4]		35%
Gross Household Income	$	134,294

[1] Based on an analysis of recent sales in Irwindale, as reported by Zillow.com from May 2021 through October 2023.
[2] Average 30-year fixed interest rate as of October 5, 2023 per http://www.freddiemac.com/pmms/pmms_archives.html
[3] City of Irwindale California Annual Comprehensive Financial Report, For The Fiscal Year Ended June 30, 2022, p. 135.
[4] Homeowner housing burden is estimated at 35-percent of gross household income, based on California Health & Safety Code Sections 50052.5 and 50053.

Sources: zillow.com; Freddie Mac; City of Irwindale; Willdan Financial Services.

Aggregate Income

Table 1.7 identifies the aggregate household income of 100 single family owner households and 100 single family renter households who can afford housing at the market rate. This aggregate income is used as the driver of induced economic effects using the IMPLAN model.

Table 1.7: Estimated Incomes by Income Categories of Prototype Buyers and Renters

	Single Family Detached (Buyer)	Multifamily (Renter)
Income Category	$100,000 to $150,000	$70,000 to $100,000
Gross Household Income	$ 134,294	$ 74,200
New Households	100	100
Aggregate Household Income	$ 13,429,413	$ 7,420,000

Sources: Tables 1.5 and 1.6.

Induced Employment Impacts

The aggregate household income identified above is used to estimate the number of new jobs that new households will support with their household expenditures using the IMPLAN model. IMPLAN is an input-output based economic impact model used for a variety of different analyses. In this case IMPLAN models the economy for a region.

For this analysis, IMPLAN used data specific to Los Angeles County to estimate the multipliers effects from new households. Essentially, IMPLAN used the increase in household spending associated with the new prototype households to identify the jobs (or fraction of jobs) that are supported by that spending.

The output of the IMPLAN model was then cross referenced with the assumed compensation associated with each occupation to estimate the aggregate number of jobs induced within each income category. The resulting net new jobs by income category are divided by the assumption of jobs per household to determine the number of net new worker households in Irwindale induced by the household spending from market rate housing development. In Los Angeles County there are approximately 1.09 jobs per household, as calculated from the latest 2021 American Community Survey data.

Table 1.8 shows the results of the IMPLAN analysis in terms of the induced employment and household generation supported by household spending from the gross income of 100 market rate multifamily rental households.

Table 1.9 shows the results of the IMPLAN analysis in terms of the induced employment and household generation supported by household spending from the gross income of 100 market rate single family for sale households.

Table 1.8: Employment and Household Generation from a New 100-Unit Multifamily Rental Development by Income Level

SOC Code	Major Goup	Extremely Low	Very Low Income	Low Income	Moderate Income	Above Moderate	Total Employment
11	Management Occupations	-	-	-	-	1.54	1.54
13	Business and Financial Operations Occupations	-	-	-	0.91	0.46	1.37
15	Computer and Mathematical Occupations	-	-	-	-	0.56	0.56
17	Architecture and Engineering Occupations	-	-	0.03	0.01	0.08	0.12
19	Life, Physical, and Social Science Occupations	-	-	0.03	0.05	0.06	0.14
21	Community and Social Service Occupations	-	0.72	0.14	-	-	0.86
23	Legal Occupations	-	-	0.09	-	0.13	0.22
25	Educational Instruction and Library Occupations	-	0.34	0.38	-	-	0.72
27	Arts, Design, Entertainment, Sports, and Media Occupations	-	-	0.10	0.04	0.24	0.38
29	Healthcare Practitioners and Technical Occupations	-	-	0.92	-	1.85	2.77
31	Healthcare Support Occupations	2.24	0.74	-	-	-	2.98
33	Protective Service Occupations	-	0.28	0.02	-	-	0.30
35	Food Preparation and Serving Related Occupations	3.53	0.42	-	-	-	3.95
37	Building and Grounds Cleaning and Maintenance Occupations	-	0.65	0.03	-	-	0.68
39	Personal Care and Service Occupations	0.61	0.17	0.07	-	-	0.85
41	Sales and Related Occupations	1.99	-	0.43	0.19	0.38	2.99
43	Office and Administrative Support Occupations	-	2.39	1.15	-	-	3.54
45	Farming, Fishing, and Forestry Occupations	-	0.02	-	-	-	0.02
47	Construction and Extraction Occupations	-	-	0.15	0.02	-	0.17
49	Installation, Maintenance, and Repair Occupations	-	-	0.88	0.09	-	0.97
51	Production Occupations	-	0.45	0.04	0.04	0.03	0.56
53	Transportation and Material Moving Occupations	-	2.06	0.11	-	0.06	2.23
	Total Jobs	8.37	8.24	4.57	1.35	5.39	27.92
	Total Households[1]	7.71	7.59	4.21	1.24	4.96	25.72

[1] Assumes 1.09 jobs per household in Los Angeles County based on data from the 2021 American Community Survey.

Sources: IMPLAN, US Census, American Community Survey, 2021; Willdan Financial Services.

Table 1.9: Employment and Household Generation from a New 100-Unit Single Family For Sale Development by Income Level

SOC Code	Major Goup	Extremely Low	Very Low Income	Low Income	Moderate Income	Above Moderate	Total Employment
11	Management Occupations	-	-	-	-	2.37	2.37
13	Business and Financial Operations Occupations	-	-	-	1.38	0.76	2.14
15	Computer and Mathematical Occupations	-	-	-	-	0.88	0.88
17	Architecture and Engineering Occupations	-	-	0.04	0.01	0.12	0.17
19	Life, Physical, and Social Science Occupations	-	-	0.04	0.06	0.07	0.17
21	Community and Social Service Occupations	-	0.77	0.17	-	-	0.94
23	Legal Occupations	-	-	0.11	-	0.17	0.28
25	Educational Instruction and Library Occupations	-	0.43	0.66	-	-	1.09
27	Arts, Design, Entertainment, Sports, and Media Occupations	-	-	0.17	0.06	0.33	0.56
29	Healthcare Practitioners and Technical Occupations	-	-	1.34	-	2.63	3.97
31	Healthcare Support Occupations	2.49	1.02	-	-	-	3.51
33	Protective Service Occupations	-	0.43	0.03	-	-	0.46
35	Food Preparation and Serving Related Occupations	6.38	0.77	-	-	-	7.15
37	Building and Grounds Cleaning and Maintenance Occupations	-	1.00	0.05	-	-	1.05
39	Personal Care and Service Occupations	0.93	0.29	0.10	-	-	1.32
41	Sales and Related Occupations	3.62	-	0.75	0.32	0.64	5.33
43	Office and Administrative Support Occupations	-	3.62	1.82	-	-	5.44
45	Farming, Fishing, and Forestry Occupations	-	0.03	-	-	-	0.03
47	Construction and Extraction Occupations	-	0.01	0.25	0.03	-	0.29
49	Installation, Maintenance, and Repair Occupations	-	-	1.38	0.14	-	1.52
51	Production Occupations	-	0.73	0.06	0.06	0.06	0.91
53	Transportation and Material Moving Occupations	-	3.56	0.18	0.01	0.09	3.84
	Total Jobs	13.42	12.66	7.15	2.07	8.12	43.42
	Total Households[1]	12.36	11.66	6.59	1.91	7.48	39.99

[1] Assumes 1.09 jobs per household in Los Angeles County based on data from the 2021 American Community Survey.

Sources: IMPLAN, US Census, American Community Survey, 2021; Willdan Financial Services.

Affordable Housing Development Costs

Table 1.10 estimates the cost to build a single market rate affordable rental unit. These cost assumptions were provided by the City of Irwindale based on the Housing Authority's most recent cost to develop 11 affordable units at the Baca and Mountain properties by Mayans Development in 2018. The 2018 costs have been adjusted for inflation using the Engineering News Record's Building Cost Index and rounded to the nearest hundred dollars.

Table 1.10: Affordable Housing Development Costs

		Single Family
Total Development Costs per Unit	$	831,300

Source: Irwindale Housing Authority; Engineering News Record; Willdan Financial Services.

Affordability Gap and Maximum Fee Calculation

The housing affordability gap is the difference between what very low, low, and moderate-income households can afford to pay for housing, and the cost to develop affordable housing units. The affordable monthly rent associated with each income level is used to estimate the monthly supportable debt per unit, which is then used to estimate the loan proceeds associated with that level of income. The loan amount is compared to the affordable unit development costs, and the difference is the financing gap per unit.

The financing gap per unit is then multiplied by the number of units induced within each income category to determine the total financing gap associated with the 100 prototype units. This figure is then divided by 100 to determine the housing fee per unit, but prototype type. The fee per unit is finally divided by the assumed prototype square footage to determine the fee per square foot.

Table 1.11 displays the calculation of the affordability gap and maximum justified affordable housing impact fee for new multifamily rental units and for new single family units.

Table 1.11: Affordable Housing Impact Fee Calculation

	Extremely Low Income (up to 30% AMI)	Very Low Income (31-50% AMI)	Low Income (51-80% AMI)
Household Income Limit	$ 34,100	$ 56,750	$ 90,850
Affordable Monthly Rent per Unit	588	1,154	2,006
Monthly Operating Expenses	500	500	500
Vacancy	5%	5%	5%
Net Operating Income per Unit	58	596	1,406
Monthly Supportable Debt Service per Unit	45	459	1,081
Loan Amount	6,343	65,045	153,423
Affordable Unit Development Costs	831,300	831,300	831,300
Financing Gap per Affordable Unit	824,957	766,255	677,877
Fee Calculation for New Rental Units			
Units Demanded	7.71	7.59	4.21
Total Financing Gap	$ 6,360,216	$ 5,815,879	$ 2,853,527
Maximum Impact Fee per 100-Unit Development	$ 15,029,622		
Maximum Impact Fee per Unit	$ 150,296		
Prototype Square Feet	883		
Maximum Impact Fee per Square Foot	**$ 170**		
Fee Calculation for New For Sale Single Family Units			
Units Demanded	12.36	11.66	6.59
Total Financing Gap	$ 10,197,622	$ 8,935,561	$ 4,464,490
Maximum Impact Fee per 100-Unit Development	$ 23,597,674		
Maximum Impact Fee per Unit	$ 235,977		
Prototype Square Feet	1,419		
Maximum Impact Fee per Square Foot	**$ 166**		
Financing Terms			
Debt Coverage Ratio	1.3		
Interest Rate	7.49%		
Term of Loan	30		

Sources: Tables 1.1, 1.3, 1.5, 1.6, 1.8, 1.9 and 1.10.

2. Commercial Linkage Fee

This chapter details an analysis of the need for affordable housing required to accommodate lower-income employees associated with commercial development projects within the City of Irwindale. It documents a reasonable relationship between new commercial development and a commercial linkage fee to fund affordable housing for workers employed in the new business located in that development.

Nexus Approach

The City of Irwindale is projected to reach 21,500 jobs in 2040 per the Southern California Association of Governments' (SCAG) 2016-2040 RTP/SCS Final Growth Forecast. This represents an increase of approximately 6,900 jobs compared to the current count of primary jobs in the City using the US Census OnTheMap application (14,609 primary jobs in 2020). This increase in jobs will be accommodated in new and expanded nonresidential buildings. The analysis in this report seeks to estimate the workers associated with different types of nonresidential development across the income spectrum. These new workers will need a new home, and some of those new homes will be in the City. Some of those workers will not be able to afford market rate housing, so the commercial linkage fees calculated in this report can mitigate this impact by funding the gap between what the new workers can afford to pay for housing and the market rate cost of housing in the City of Irwindale. For each type of commercial development, the analysis starts with a prototype and uses state and federal employment data to estimate the number and types of jobs created there and the wages associated with those jobs. By comparing the wage data with housing costs the analysis can establish a gap in affordability and can attribute it to each type of commercial development. A more detailed description of the steps of the analysis follows.

This study calculates the maximum legal fee charged on new commercial development for affordable housing in the following steps:

1. **Establish commercial prototypes representing typical commercial development in Irwindale.** The prototypes used in this study are not intended to represent specific development projects. Instead, they represent the types of development projects that may be built in Irwindale.
2. **Estimate the number of workers that will work in the new commercial space**. The estimated number of workers are based on occupancy density assumptions for each type of commercial development project. The employment density assumptions density factors were multiplied by the building size (100,000 square feet) to calculate the total number of workers occupying each nonresidential prototype.
3. **Estimate worker household incomes**. To determine the proportion of households requiring affordable housing the analysis uses local wage data associated with the industries and occupations housed within each prototype.
    a. National industry data is used to identify the types of businesses that could be housed in each of the nonresidential building prototypes. The occupations that work within each industry are identified based on national occupation and industry data.
    b. Local wage data is used to identify the number of worker households within each income category that are generated by each nonresidential building prototype.
4. **Calculate the affordability gap**. Low wage worker households cannot afford market rate housing within the City of Irwindale, so a commercial linkage fee can be calculated to bridge the gap between what low wage worker households can afford to pay for and the

cost of providing that housing. The housing affordability gap is defined as the difference between what very low, low, and moderate-income households can afford to pay for housing, and the cost to develop new, modest housing units.

5. **Calculate maximum commercial linkage fee for each prototype**. The maximum commercial linkage fee for each prototype is calculated by multiplying the total number of very low, low, and moderate- income new worker households for each prototype (calculated in Step 3), by the corresponding affordable housing gap figure (calculated in Step 4). The total affordability gap was then divided by 100,000 SF, the size of each commercial prototype, to generate a maximum fee per square foot.

Commercial Prototypes

This study calculates commercial linkage fees for three types of nonresidential development projects. These nonresidential land use classifications correspond with the nonresidential land uses in the City's development impact fee program. The prototypes are 100,000 square feet of commercial (service, retail), 100,000 square feet of office, and 100,000 square feet of industrial development.

Table 2.1 displays prototype building sizes, and an estimate of net new workers per household. This analysis establishes the number of worker households created in the City by each of the commercial development types. Data from the US Census was used to identify the share of workers for each prototype that would be housed within City limits. Since the City is primarily comprised of nonresidential land uses, the vast majority of workers in Irwindale do not live in the City. The resulting net new workers are divided by the assumption of jobs per household to determine the number of net new worker households in Irwindale associated with each prototype. In Los Angeles County there are approximately 1.09 jobs per household, as calculated from the latest 2021 American Community Survey data.

Based on the analysis below, a prototypical 100,000 commercial building would support the creation of 0.85 households in Irwindale. A prototypical 100,000 office building would support the creation of 1.30 households, and a prototypical 100,000 industrial building would support the creation of 0.46 households in Irwindale.

Table 2.1: Net New Workers per Prototype

	Commercial	Office	Industrial
Prototype Building Size (Sq. Ft.)	100,000	100,000	100,000
Employees per 100,000 Sq. Ft.[1]	212	326	116
Percent of Irwindale Employees with Jobs inside City limits[2]	0.43%	0.43%	0.43%
Net New Workers Living in Irwindale	0.92	1.42	0.50
Jobs per Household[3]	1.09	1.09	1.09
Households	0.85	1.30	0.46

[1] Consistent data from the ITE Trip Generation Manual, 11th Edition.

[2] OnTheMap Application. Percent employed and living in Irwindale

[3] Assumes 1.09 jobs per household in Los Angeles County based on data from the 2021 American Community Survey.

Sources: https://onthemap.ces.census.gov/; 2021 American Community Survey; ITE Trip Generation Manual, 11th Ed.; Willdan Financial Services.

Industries

To understand what types of workers would be employed in each prototype, the next step of the analysis examines the types of industries in each prototype and what types of workers (occupations) each of those industries employs. This analysis uses the most recent available national industry data from the US Bureau of Labor Statistics to identify the potential industries associated with each prototype, by North American Industry Classification System (NAICS) code. NAICS is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

Table 2.2 through Table 2.4 identify the industries and NAICS codes associated with each prototype, respectively. Using the latest available data from the Bureau of Labor Statistics, (Quarterly Census of Employment and Wages, Fourth Quarter 2022), the analysis then identifies the share of workers within each prototype that are associated with each industry. For example, in the commercial (retail, services) prototype, approximately 37.8% of the jobs associated with that prototype are associated with the restaurant industry.

In the next step, the occupations associated with each industry will be used to estimate the wages of workers that may be employed within each prototype.

Table 2.2: Definition of Industries for Retail Commercial Prototype

NAICS Code (2022)	NAICS Code (2017)	Description	Percent Total Workers in Prototype
7225	7225	Restaurants and other eating places	37.8%
4451	4451	Grocery stores	10.0%
4411	4411	Automobile dealers	4.5%
4441	4441	Building material and supplies dealers	4.4%
4561	4461	Health and personal care stores	4.0%
8111	8111	Automotive repair and maintenance	3.5%
4571	4471	Gasoline stations	3.4%
4581	4481	Clothing stores	3.2%
8121	8121	Personal care services	2.5%
4413	4413	Auto parts, accessories, and tire stores	2.1%
4591	4511	Sporting goods and musical instrument stores	1.8%
4599	4539	Other miscellaneous store retailers	1.7%
4491	4422	Home furnishings stores	1.6%
4492	4431	Electronics and appliance stores	1.6%
7224	7224	Drinking places, alcoholic beverages	1.5%
8129	8129	Other personal services	1.4%
4231	4231	Motor vehicle and parts merchant wholesalers	1.3%
4237	4237	Hardware and plumbing merchant wholesalers	1.1%
4233	4233	Lumber and const. supply merchant wholesalers	0.9%
8123	8123	Drycleaning and laundry services	0.9%
4452	4452	Specialty food stores	0.9%
8113	8113	Commercial machinery repair and maintenance	0.8%
4594	4532	Office supplies, stationery, and gift stores	0.8%
5321	5321	Automotive equipment rental and leasing	0.7%
4595	4533	Used merchandise stores	0.7%
4442	4442	Lawn and garden equipment and supplies stores	0.7%
5324	5324	Machinery and equipment rental and leasing	0.7%
5615	5615	Travel arrangement and reservation services	0.6%
4582	4482	Shoe stores	0.6%
4453	4453	Beer, wine, and liquor stores	0.6%
4412	4412	Other motor vehicle dealers	0.6%
8122	8122	Death care services	0.5%
5322	5322	Consumer goods rental	0.5%
4583	4483	Jewelry, luggage, and leather goods stores	0.4%
4232	4421	Furniture stores	0.4%
8112	8112	Electronic equipment repair and maintenance	0.4%
8114	8114	Household goods repair and maintenance	0.3%
4592	4512	Book stores and news dealers	0.3%
4593	4531	Florists	0.2%
5323	5323	General rental centers	0.1%

Sources: BLS, Quarterly Census of Employment and Wages, Fourth Quarter 2022.

Table 2.3: Definition of Industries for Office Prototype

NAICS Code (2022)	NAICS Code (2017)	Description	Percent Total Workers in Prototype
5613	5613	Employment services	9.3%
6211	6211	Offices of physicians	6.8%
5511	5511	Management of companies and enterprises	6.1%
5415	5415	Computer systems design and related services	6.0%
5617	5617	Services to buildings and dwellings	5.3%
5416	5416	Management and technical consulting services	4.5%
5221	5221	Depository credit intermediation	4.3%
5413	5413	Architectural and engineering services	3.9%
5242	5242	Insurance agencies and brokerages	3.2%
5241	5241	Insurance carriers	2.9%
5411	5411	Legal services	2.8%
5412	5412	Accounting and bookkeeping services	2.7%
6213	6213	Offices of other health practitioners	2.7%
6214	6214	Outpatient care centers	2.5%
6212	6212	Offices of dentists	2.4%
5616	5616	Investigation and security services	2.4%
5417	5417	Scientific research and development services	2.2%
5419	5419	Other professional and technical services	2.0%
5313	5313	Activities related to real estate	1.9%
5614	5614	Business support services	1.9%
7223	7223	Special food services	1.7%
5132	5112	Software publishers	1.5%
5311	5311	Lessors of real estate	1.5%
5611	5611	Office administrative services	1.5%
5171	517	Wired and wireless telecommunications (except satellite)	1.5%
5239	523	Other financial investment activities	1.4%
5222	5222	Non-depository credit intermediation	1.4%
5418	5418	Advertising, pr, and related services	1.2%
5182	5182	Data processing, hosting and related services	1.2%
5231	523	Securities, commodity contracts, investments	1.1%
3345	3345	Electronic instrument manufacturing	1.0%
5121	5121	Motion picture and video industries	1.0%
3344	3344	Semiconductor and electronic component mfg.	0.9%
5312	5312	Offices of real estate agents and brokers	0.9%
3391	3391	Medical equipment and supplies manufacturing	0.8%
5619	5619	Other support services	0.8%
6215	6215	Medical and diagnostic laboratories	0.8%
5223	5223	Activities related to credit intermediation	0.8%
5131	5111	Newspaper, periodical, book, and directory publishers	0.7%
5192	5191	Web search portals, libraries, archives, and other information services	0.4%
3341	3341	Computer and peripheral equipment mfg.	0.4%
5612	5612	Facilities support services	0.4%
5414	5414	Specialized design services	0.4%
3353	3353	Electrical equipment manufacturing	0.3%
5161	515	Broadcasting, except internet	0.3%
3342	3342	Communications equipment manufacturing	0.2%
5178	517	All other telecommunications	0.1%
5331	5331	Lessors of nonfinancial intangible assets	0.1%
5122	5122	Sound recording industries	0.1%
5259	5259	Other investment pools and funds	0.0%
5174	517	Satellite telecommunications	0.0%
5232	523	Securities and commodity exchanges	0.0%

Sources: BLS, Quarterly Census of Employment and Wages, Fourth Quarter 2022.

Table 2.4: Definition of Industries for Industrial (Business Park, Light Industrial) Prototype

NAICS Code (2022)	NAICS Code (2017)	Description	Percent Total Workers in Prototype
5613	5613	Employment services	7.1%
6211	6211	Offices of physicians	5.2%
5511	5511	Management of companies and enterprises	4.7%
5415	5415	Computer systems design and related services	4.6%
2382	2382	Building equipment contractors	4.4%
5617	5617	Services to buildings and dwellings	4.0%
5416	5416	Management and technical consulting services	3.4%
5221	5221	Depository credit intermediation	3.3%
5413	5413	Architectural and engineering services	3.0%
5242	5242	Insurance agencies and brokerages	2.4%
5241	5241	Insurance carriers	2.2%
5411	5411	Legal services	2.2%
5412	5412	Accounting and bookkeeping services	2.1%
6213	6213	Offices of other health practitioners	2.0%
6214	6214	Outpatient care centers	1.9%
6212	6212	Offices of dentists	1.9%
5616	5616	Investigation and security services	1.8%
2381	2381	Building foundation and exterior contractors	1.8%
2361	2361	Residential building construction	1.7%
5417	5417	Scientific research and development services	1.7%
5419	5419	Other professional and technical services	1.6%
2362	2362	Nonresidential building construction	1.6%
2383	2383	Building finishing contractors	1.5%
5313	5313	Activities related to real estate	1.5%
5614	5614	Business support services	1.4%
2389	2389	Other specialty trade contractors	1.4%
7223	7223	Special food services	1.3%
5132	5112	Software publishers	1.2%
5311	5311	Lessors of real estate	1.1%
5611	5611	Office administrative services	1.1%
5171	517	Telecommunications	1.1%
2371	2371	Utility system construction	1.0%
5222	5222	Nondepository credit intermediation	1.0%
3363	3363	Motor vehicle parts manufacturing	1.0%
3116	3116	Animal slaughtering and processing	1.0%
5418	5418	Advertising, pr, and related services	0.9%
5182	5182	Data processing, hosting and related services	0.9%
3345	3345	Electronic instrument manufacturing	0.8%
3323	3323	Architectural and structural metals mfg.	0.7%
3344	3344	Semiconductor and electronic component mfg.	0.7%
5312	5312	Offices of real estate agents and brokers	0.7%
3231	3231	Printing and related support activities	0.7%

Sources: BLS, Quarterly Census of Employment and Wages, Fourth Quarter 2022.

Table 2.4: Definition of Industries for Industrial (Business Park, Light Industrial) Prototype Continued

NAICS Code (2022)	NAICS Code (2017)	Description	Percent Total Workers in Prototype
2373	2373	Highway, street, and bridge construction	0.6%
3254	3254	Pharmaceutical and medicine manufacturing	0.6%
3327	3327	Machine shops and threaded product mfg.	0.6%
3391	3391	Medical equipment and supplies manufacturing	0.6%
3118	3118	Bakeries and tortilla manufacturing	0.6%
5619	5619	Other support services	0.6%
6215	6215	Medical and diagnostic laboratories	0.6%
3121	3121	Beverage manufacturing	0.6%
5223	5223	Activities related to credit intermediation	0.6%
5131	5111	Newspaper, book, and directory publishers	0.6%
3399	3399	Other miscellaneous manufacturing	0.5%
3339	3339	Other general purpose machinery manufacturing	0.5%
3329	3329	Other fabricated metal product manufacturing	0.5%
3119	3119	Other food manufacturing	0.5%
3219	3219	Other wood product manufacturing	0.5%
3371	3371	Household and institutional furniture mfg.	0.4%
5621	5621	Waste collection	0.4%
3273	3273	Cement and concrete product manufacturing	0.4%
5192	5191	Web search portals, libraries, archives, and other	0.3%
3114	3114	Fruit and vegetable preserving and specialty	0.3%
3335	3335	Metalworking machinery manufacturing	0.3%
3115	3115	Dairy product manufacturing	0.3%
3359	3359	Other electrical equipment and component mfg.	0.3%
5612	5612	Facilities support services	0.3%
5414	5414	Specialized design services	0.3%
3332	3332	Industrial machinery manufacturing	0.2%
2379	2379	Other heavy construction	0.2%
5161	515	Broadcasting, except internet	0.2%
3256	3256	Soap, cleaning compound, and toiletry mfg.	0.2%
3324	3324	Boiler, tank, and shipping container mfg.	0.2%
3211	3211	Sawmills and wood preservation	0.2%
3333	3333	Commercial and service industry machinery	0.2%
3212	3212	Plywood and engineered wood product mfg.	0.2%
3272	3272	Glass and glass product manufacturing	0.2%
3149	3149	Other textile product mills	0.1%
2213	2213	Water, sewage and other systems	0.1%
5178	517	All other telecommunications	0.1%
3141	3141	Textile furnishings mills	0.1%
3369	3369	Other transportation equipment manufacturing	0.1%
2372	2372	Land subdivision	0.1%
3322	3322	Cutlery and handtool manufacturing	0.1%
3271	3271	Clay product and refractory manufacturing	0.1%
3343	3343	Audio and video equipment manufacturing	0.0%
5174	517	Satellite telecommunications	0.0%

Sources: BLS, Quarterly Census of Employment and Wages, Fourth Quarter 2022.

Occupations and Wages

Once the analysis has established the industries of the new workers, the next step is to estimate their occupations and wages. The US Bureau of Labor Statistics, Industry-occupation matrix identifies the occupations associated with the industries that may be housed by each prototype in the preceding tables. For each industry NAICS code, the industry occupation matrix identifies the occupations that are employed within that industry by Standard Occupational Classification (SOC) code. The SOC system is used by federal agencies to classify workers into occupational categories for the purpose of collecting, calculating, or disseminating data. All workers can be classified into one of 867 detailed occupations. To facilitate classification, detailed occupations are combined to form 459 broad occupations, 98 minor groups, and 23 major groups.

The analysis cross referenced local wage data for Los Angeles County provided by the California Employment Development Department (CA EDD) by SOC code with the identified occupations to estimate the average wages of each occupation associated with each prototype. **Tables 2.5, 2.6 and 2.7** identify several figures related to the occupations within each prototype:

1. Percent of total: The percentage of employees within each prototype by occupation.
2. Average annual wage: The average annual wage for a particular occupation. Based on local Los Angeles County data where available. State of California data is used when Los Angeles County data is unavailable.
3. Household income: Average annual wages are multiplied by 1.09 jobs per household to estimate the average household income associated with each occupation.
4. Net New Irwindale Households: Percent of total jobs within each prototype multiplied by net new Irwindale households from Table 2.1

Note that the occupations are listed because they are associated with an industry in the national data. This does not mean to imply that each occupation listed in these tables will be found in Irwindale.

Table 2.5: Occupation Mix and Averages for Commercial Prototype

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
11-1011	Chief Executives	0.0309%	$280,501	$ 305,746	0.000261
11-1021	General and Operations Managers	2.4179%	151,214	164,823	0.020437
11-2021	Marketing Managers	0.0281%	180,776	197,046	0.000238
11-2022	Sales Managers	0.3207%	136,088	148,336	0.002711
11-3012	Administrative Services Managers	0.0253%	119,387	130,132	0.000214
11-3013	Facilities Managers	0.0111%	113,662	123,892	0.000094
11-3021	Computer and Information Systems Managers	0.0158%	188,483	205,446	0.000134
11-3031	Financial Managers	0.0752%	183,127	199,608	0.000636
11-3051	Industrial Production Managers	0.0376%	123,723	134,858	0.000318
11-3061	Purchasing Managers	0.0079%	150,490	164,034	0.000067
11-3071	Transportation, Storage, and Distribution Managers	0.0451%	112,254	122,357	0.000381
11-3121	Human Resources Managers	0.0107%	164,589	179,402	0.000090
11-9041	Architectural and Engineering Managers	0.0127%	180,021	196,223	0.000107
11-9051	Food Service Managers	0.6699%	67,185	73,232	0.005662
11-9171	Funeral Home Managers	0.0507%	91,713	99,967	0.000428
11-9179	Personal Service Managers, All Other	0.0178%	49,475	53,928	0.000151
11-9199	Managers, All Other	0.0491%	155,024	168,976	0.000415
13-1041	Compliance Officers	0.0115%	87,905	95,816	0.000097
13-1051	Cost Estimators	0.0990%	83,339	90,840	0.000837
13-1071	Human Resources Specialists	0.0899%	81,997	89,377	0.000760
13-1081	Logisticians	0.0162%	87,254	95,107	0.000137
13-1082	Project Management Specialists	0.0384%	105,556	115,056	0.000325
13-1111	Management Analysts	0.0107%	109,066	118,882	0.000090
13-1121	Meeting, Convention, and Event Planners	0.0352%	66,405	72,381	0.000298
13-1151	Training and Development Specialists	0.1208%	74,121	80,792	0.001021
13-1161	Market Research Analysts and Marketing Specialists	0.1386%	79,888	87,078	0.001171
13-1199	Business Operations Specialists, All Other	0.1128%	82,866	90,324	0.000954
13-2011	Accountants and Auditors	0.1722%	95,584	104,187	0.001456
13-2051	Financial and Investment Analysts	0.0036%	106,835	116,450	0.000030
13-2072	Loan Officers	0.0455%	88,358	96,310	0.000385
13-2099	Financial Specialists, All Other	0.0202%	94,903	103,444	0.000171
15-1211	Computer Systems Analysts	0.0095%	123,792	134,933	0.000080
15-1231	Computer Network Support Specialists	0.0103%	83,211	90,700	0.000087
15-1232	Computer User Support Specialists	0.0748%	73,708	80,342	0.000632
15-1241	Computer Network Architects	0.0024%	127,846	139,352	0.000020
15-1242	Database Administrators	0.0024%	114,037	124,300	0.000020
15-1244	Network and Computer Systems Administrators	0.0214%	100,233	109,254	0.000181
15-1251	Computer Programmers	0.0055%	114,328	124,618	0.000047
15-1252	Software Developers	0.0317%	157,736	171,932	0.000268
15-1253	Software Quality Assurance Analysts and Testers	0.0055%	118,021	128,643	0.000047
15-1254	Web Developers	0.0083%	99,395	108,341	0.000070
15-1255	Web and Digital Interface Designers	0.0087%	131,829	143,694	0.000074
15-1299	Computer Occupations, All Other	0.0154%	109,908	119,800	0.000131
15-2051	Data Scientists	0.0020%	121,720	132,675	0.000017
17-2071	Electrical Engineers	0.0115%	138,679	151,160	0.000097
17-2072	Electronics Engineers, Except Computer	0.0079%	137,415	149,782	0.000067
17-2112	Industrial Engineers	0.0424%	117,491	128,065	0.000358

Table 2.5: Occupation Mix and Averages for Commercial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
17-2141	Mechanical Engineers	0.0400%	$ 120,914	$ 131,796	0.000338
17-2199	Engineers, All Other	0.0067%	129,025	140,637	0.000057
17-3013	Mechanical Drafters	0.0079%	75,873	82,702	0.000067
17-3023	Electrical and Electronic Engineering Technologists and Techr	0.0059%	77,974	84,992	0.000050
17-3026	Industrial Engineering Technologists and Technicians	0.0079%	93,904	102,355	0.000067
17-3027	Mechanical Engineering Technologists and Technicians	0.0055%	76,629	83,526	0.000047
23-2093	Title Examiners, Abstractors, and Searchers	0.0063%	72,296	78,803	0.000054
25-3021	Self-Enrichment Teachers	0.0242%	60,361	65,793	0.000204
27-1011	Art Directors	0.0036%	161,531	176,069	0.000030
27-1022	Fashion Designers	0.0020%	95,475	104,068	0.000017
27-1023	Floral Designers	0.1295%	42,194	45,991	0.001094
27-1024	Graphic Designers	0.0281%	84,134	91,706	0.000238
27-1025	Interior Designers	0.0463%	78,571	85,642	0.000392
27-1026	Merchandise Displayers and Window Trimmers	0.2479%	43,984	47,943	0.002095
27-3031	Public Relations Specialists	0.0226%	83,571	91,092	0.000191
27-4021	Photographers	0.0075%	80,006	87,207	0.000064
29-1041	Optometrists	0.0182%	118,045	128,669	0.000154
29-1051	Pharmacists	0.6113%	154,715	168,639	0.005167
29-1126	Respiratory Therapists	0.0059%	95,504	104,099	0.000050
29-1141	Registered Nurses	0.0131%	130,337	142,067	0.000110
29-1181	Audiologists	0.0059%	103,940	113,295	0.000050
29-2052	Pharmacy Technicians	1.0536%	53,176	57,962	0.008905
29-2057	Ophthalmic Medical Technicians	0.0083%	51,664	56,314	0.000070
29-2081	Opticians, Dispensing	0.0717%	57,352	62,514	0.000606
29-2091	Orthotists and Prosthetists	0.0055%	93,323	101,722	0.000047
29-2092	Hearing Aid Specialists	0.0135%	59,325	64,664	0.000114
31-9011	Massage Therapists	0.1714%	70,376	76,710	0.001449
31-9095	Pharmacy Aides	0.1267%	49,679	54,150	0.001071
31-9099	Healthcare Support Workers, All Other	0.0067%	53,056	57,831	0.000057
33-9032	Security Guards	0.1540%	39,644	43,212	0.001302
33-9099	Protective Service Workers, All Other	0.0083%	46,863	51,081	0.000070
35-1011	Chefs and Head Cooks	0.3049%	72,644	79,182	0.002577
35-1012	First-Line Supervisors of Food Preparation and Serving Worker	3.5653%	47,337	51,597	0.030135
35-2011	Cooks, Fast Food	3.1025%	36,873	40,192	0.026223
35-2012	Cooks, Institution and Cafeteria	0.0253%	44,563	48,574	0.000214
35-2014	Cooks, Restaurant	4.4550%	41,251	44,964	0.037654
35-2015	Cooks, Short Order	0.4375%	37,783	41,183	0.003698
35-2019	Cooks, All Other	0.0313%	40,978	44,666	0.000264
35-2021	Food Preparation Workers	2.4096%	37,256	40,609	0.020367
35-3011	Bartenders	1.4835%	41,110	44,810	0.012539
35-3023	Fast Food and Counter Workers	11.1236%	35,937	39,171	0.094019
35-3031	Waiters and Waitresses	6.5653%	39,425	42,973	0.055491
35-3041	Food Servers, Nonrestaurant	0.0717%	40,472	44,114	0.000606
35-9011	Dining Room and Cafeteria Attendants and Bartender Helpers	0.9166%	36,167	39,422	0.007747
35-9021	Dishwashers	1.2535%	36,028	39,271	0.010595
35-9031	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	1.2282%	35,284	38,460	0.010381
35-9099	Food Preparation and Serving Related Workers, All Other	0.2245%	38,603	42,077	0.001897
37-1012	First-Line Supervisors of Landscaping, Lawn Service, and Grou	0.0107%	60,870	66,348	0.000090
37-2011	Janitors and Cleaners, Except Maids and Housekeeping Clear	0.4438%	41,116	44,816	0.003751
37-2012	Maids and Housekeeping Cleaners	0.0166%	40,927	44,610	0.000141
37-3011	Landscaping and Groundskeeping Workers	0.1006%	43,716	47,650	0.000850

Table 2.5: Occupation Mix and Averages for Commercial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
39-1022	First-Line Supervisors of Personal Service Workers	0.1520%	$ 56,923	$ 62,046	0.001285
39-2011	Animal Trainers	0.0384%	51,694	56,346	0.000325
39-2021	Animal Caretakers	0.5939%	39,121	42,642	0.005020
39-3091	Amusement and Recreation Attendants	0.0103%	35,454	38,645	0.000087
39-3093	Locker Room, Coatroom, and Dressing Room Attendants	0.0075%	45,059	49,114	0.000064
39-4011	Embalmers	0.0158%	61,619	67,165	0.000134
39-4012	Crematory Operators	0.0075%	46,073	50,220	0.000064
39-4021	Funeral Attendants	0.1299%	42,076	45,863	0.001098
39-4031	Morticians, Undertakers, and Funeral Arrangers	0.0978%	54,397	59,293	0.000827
39-5011	Barbers	0.0503%	50,265	54,789	0.000425
39-5012	Hairdressers, Hairstylists, and Cosmetologists	1.0817%	49,233	53,664	0.009143
39-5092	Manicurists and Pedicurists	0.4866%	35,647	38,855	0.004113
39-5093	Shampooers	0.0392%	34,523	37,630	0.000331
39-5094	Skincare Specialists	0.1588%	56,502	61,587	0.001342
39-6012	Concierges	0.0218%	43,610	47,535	0.000184
39-9011	Childcare Workers	0.0055%	37,518	40,895	0.000047
39-9031	Exercise Trainers and Group Fitness Instructors	0.0269%	60,397	65,833	0.000228
39-9099	Personal Care and Service Workers, All Other	0.0578%	37,819	41,223	0.000489
41-1011	First-Line Supervisors of Retail Sales Workers	3.2719%	55,353	60,335	0.027655
41-1012	First-Line Supervisors of Non-Retail Sales Workers	0.1544%	96,262	104,926	0.001305
41-2011	Cashiers	10.2022%	35,448	38,638	0.086232
41-2021	Counter and Rental Clerks	0.7273%	43,537	47,455	0.006147
41-2022	Parts Salespersons	0.9011%	44,318	48,307	0.007617
41-2031	Retail Salespersons	10.6738%	40,773	44,443	0.090217
41-3021	Insurance Sales Agents	0.0150%	88,484	96,448	0.000127
41-3031	Securities, Commodities, and Financial Services Sales Agents	0.0190%	115,910	126,342	0.000161
41-3041	Travel Agents	0.1291%	53,031	57,804	0.001091
41-3091	Sales Representatives of Services, Except Advertising, Insurar	0.6046%	82,502	89,927	0.005110
41-4011	Sales Representatives, Wholesale and Manufacturing, Technic	0.0265%	112,034	122,117	0.000224
41-4012	Sales Representatives, Wholesale and Manufacturing, Except	0.3753%	81,968	89,345	0.003172
41-9011	Demonstrators and Product Promoters	0.0356%	42,310	46,118	0.000301
41-9031	Sales Engineers	0.0079%	145,837	158,962	0.000067
41-9041	Telemarketers	0.0115%	40,550	44,200	0.000097
41-9099	Sales and Related Workers, All Other	0.1809%	60,492	65,936	0.001529
43-1011	First-Line Supervisors of Office and Administrative Support Wo	0.4133%	74,833	81,568	0.003494
43-2011	Switchboard Operators, Including Answering Service	0.0095%	45,703	49,816	0.000080
43-3011	Bill and Account Collectors	0.0273%	55,134	60,096	0.000231
43-3021	Billing and Posting Clerks	0.0582%	51,038	55,631	0.000492
43-3031	Bookkeeping, Accounting, and Auditing Clerks	0.7281%	54,255	59,138	0.006154
43-3051	Payroll and Timekeeping Clerks	0.0301%	58,248	63,490	0.000254
43-3061	Procurement Clerks	0.0230%	52,809	57,562	0.000194
43-4041	Credit Authorizers, Checkers, and Clerks	0.0055%	52,426	57,144	0.000047
43-4051	Customer Service Representatives	1.4135%	47,006	51,237	0.011947
43-4071	File Clerks	0.0162%	44,880	48,919	0.000137
43-4151	Order Clerks	0.0443%	44,416	48,413	0.000375
43-4161	Human Resources Assistants, Except Payroll and Timekeepir	0.0158%	53,381	58,185	0.000134
43-4171	Receptionists and Information Clerks	0.5096%	40,224	43,844	0.004307
43-4181	Reservation and Transportation Ticket Agents and Travel Clerk	0.0519%	44,024	47,986	0.000438
43-4199	Information and Record Clerks, All Other	0.0150%	55,402	60,388	0.000127
43-5021	Couriers and Messengers	0.0063%	40,573	44,225	0.000054

Table 2.5: Occupation Mix and Averages for Commercial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
43-5032	Dispatchers, Except Police, Fire, and Ambulance	0.0396%	$ 51,815	$ 56,478	0.000335
43-5061	Production, Planning, and Expediting Clerks	0.0891%	59,533	64,891	0.000753
43-5071	Shipping, Receiving, and Inventory Clerks	0.6212%	43,724	47,659	0.005251
43-5111	Weighers, Measurers, Checkers, and Samplers, Recordkeepir	0.0190%	41,208	44,917	0.000161
43-6011	Executive Secretaries and Executive Administrative Assistants	0.0483%	77,821	84,825	0.000408
43-6013	Medical Secretaries and Administrative Assistants	0.0063%	48,523	52,890	0.000054
43-6014	Secretaries and Administrative Assistants, Except Legal, Med	0.4011%	51,901	56,572	0.003390
43-9021	Data Entry Keyers	0.0202%	41,401	45,127	0.000171
43-9041	Insurance Claims and Policy Processing Clerks	0.0044%	51,017	55,609	0.000037
43-9061	Office Clerks, General	1.0595%	46,402	50,578	0.008955
43-9071	Office Machine Operators, Except Computer	0.0044%	45,575	49,677	0.000037
43-9199	Office and Administrative Support Workers, All Other	0.0206%	49,982	54,480	0.000174
45-1011	First-Line Supervisors of Farming, Fishing, and Forestry Work	0.0067%	76,175	83,031	0.000057
45-2092	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	0.0855%	39,238	42,769	0.000723
47-1011	First-Line Supervisors of Construction Trades and Extraction V	0.0123%	93,411	101,818	0.000104
47-2031	Carpenters	0.0269%	69,762	76,041	0.000228
47-2041	Carpet Installers	0.0301%	51,733	56,389	0.000254
47-2042	Floor Layers, Except Carpet, Wood, and Hard Tiles	0.0115%	58,169	63,404	0.000097
47-2061	Construction Laborers	0.0135%	56,752	61,860	0.000114
47-2111	Electricians	0.0115%	81,597	88,941	0.000097
47-2121	Glaziers	0.0297%	69,609	75,874	0.000251
47-2152	Plumbers, Pipefitters, and Steamfitters	0.0131%	74,116	80,786	0.000110
49-1011	First-Line Supervisors of Mechanics, Installers, and Repairers	0.4925%	87,345	95,206	0.004163
49-2011	Computer, Automated Teller, and Office Machine Repairers	0.1635%	51,222	55,832	0.001382
49-2021	Radio, Cellular, and Tower Equipment Installers and Repairers	0.0099%	78,849	85,945	0.000084
49-2022	Telecommunications Equipment Installers and Repairers, Exc	0.0210%	72,986	79,555	0.000177
49-2092	Electric Motor, Power Tool, and Related Repairers	0.0150%	53,040	57,814	0.000127
49-2094	Electrical and Electronics Repairers, Commercial and Industria	0.0210%	77,614	84,599	0.000177
49-2096	Electronic Equipment Installers and Repairers, Motor Vehicles	0.0238%	40,915	44,597	0.000201
49-2097	Audiovisual Equipment Installers and Repairers	0.0309%	54,519	59,426	0.000261
49-3021	Automotive Body and Related Repairers	0.5365%	60,235	65,656	0.004534
49-3022	Automotive Glass Installers and Repairers	0.0566%	48,425	52,783	0.000479
49-3023	Automotive Service Technicians and Mechanics	2.2033%	58,808	64,101	0.018623
49-3031	Bus and Truck Mechanics and Diesel Engine Specialists	0.2890%	68,711	74,895	0.002443
49-3041	Farm Equipment Mechanics and Service Technicians	0.0119%	55,020	59,972	0.000100
49-3042	Mobile Heavy Equipment Mechanics, Except Engines	0.0321%	67,699	73,792	0.000271
49-3051	Motorboat Mechanics and Service Technicians	0.0626%	60,587	66,040	0.000529
49-3052	Motorcycle Mechanics	0.0578%	65,871	71,799	0.000489
49-3053	Outdoor Power Equipment and Other Small Engine Mechanics	0.0645%	54,288	59,174	0.000545
49-3091	Bicycle Repairers	0.0531%	42,739	46,586	0.000448
49-3092	Recreational Vehicle Service Technicians	0.0606%	64,898	70,739	0.000512
49-3093	Tire Repairers and Changers	0.3167%	40,875	44,554	0.002677
49-9011	Mechanical Door Repairers	0.0166%	56,620	61,716	0.000141
49-9012	Control and Valve Installers and Repairers, Except Mechanica	0.0059%	83,644	91,172	0.000050
49-9021	Heating, Air Conditioning, and Refrigeration Mechanics and Ins	0.0392%	69,048	75,262	0.000331
49-9031	Home Appliance Repairers	0.0879%	48,012	52,333	0.000743
49-9041	Industrial Machinery Mechanics	0.2063%	69,978	76,276	0.001744
49-9043	Maintenance Workers, Machinery	0.0146%	68,306	74,454	0.000124
49-9044	Millwrights	0.0127%	64,015	69,776	0.000107
49-9062	Medical Equipment Repairers	0.0527%	64,059	69,824	0.000445

Table 2.5: Occupation Mix and Averages for Commercial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
49-9063	Musical Instrument Repairers and Tuners	0.0182%	$ 47,799	$ 52,101	0.000154
49-9064	Watch and Clock Repairers	0.0075%	58,937	64,241	0.000064
49-9069	Precision Instrument and Equipment Repairers, All Other	0.0162%	71,071	77,467	0.000137
49-9071	Maintenance and Repair Workers, General	0.3310%	53,841	58,687	0.002798
49-9081	Wind Turbine Service Technicians	0.0111%	71,736	78,192	0.000094
49-9091	Coin, Vending, and Amusement Machine Servicers and Repair	0.0048%	54,489	59,393	0.000040
49-9098	Helpers--Installation, Maintenance, and Repair Workers	0.0974%	42,808	46,661	0.000823
49-9099	Installation, Maintenance, and Repair Workers, All Other	0.1231%	50,813	55,386	0.001041
51-1011	First-Line Supervisors of Production and Operating Workers	0.2597%	81,165	88,470	0.002195
51-2021	Coil Winders, Tapers, and Finishers	0.0055%	40,698	44,361	0.000047
51-2041	Structural Metal Fabricators and Fitters	0.0146%	53,554	58,374	0.000124
51-3011	Bakers	0.3825%	39,753	43,331	0.003233
51-3021	Butchers and Meat Cutters	0.4613%	40,875	44,554	0.003899
51-3022	Meat, Poultry, and Fish Cutters and Trimmers	0.0697%	36,914	40,236	0.000589
51-3023	Slaughterers and Meat Packers	0.0091%	37,123	40,464	0.000077
51-3091	Food and Tobacco Roasting, Baking, and Drying Machine Ope	0.0107%	41,900	45,671	0.000090
51-3092	Food Batchmakers	0.0487%	40,028	43,631	0.000412
51-3093	Food Cooking Machine Operators and Tenders	0.0143%	41,519	45,256	0.000120
51-3099	Food Processing Workers, All Other	0.0123%	38,450	41,911	0.000104
51-4021	Extruding and Drawing Machine Setters, Operators, and Tende	0.0119%	43,729	47,665	0.000100
51-4022	Forging Machine Setters, Operators, and Tenders, Metal and I	0.0139%	53,236	58,027	0.000117
51-4023	Rolling Machine Setters, Operators, and Tenders, Metal and F	0.0119%	50,456	54,997	0.000100
51-4031	Cutting, Punching, and Press Machine Setters, Operators, and	0.1255%	46,604	50,798	0.001061
51-4033	Grinding, Lapping, Polishing, and Buffing Machine Tool Setters	0.0396%	44,451	48,452	0.000335
51-4034	Lathe and Turning Machine Tool Setters, Operators, and Tend	0.0087%	52,221	56,921	0.000074
51-4041	Machinists	0.1314%	55,640	60,648	0.001111
51-4072	Molding, Coremaking, and Casting Machine Setters, Operators	0.0115%	44,865	48,903	0.000097
51-4081	Multiple Machine Tool Setters, Operators, and Tenders, Metal	0.0511%	46,023	50,165	0.000432
51-4111	Tool and Die Makers	0.0352%	72,503	79,028	0.000298
51-4121	Welders, Cutters, Solderers, and Brazers	0.1734%	55,766	60,785	0.001466
51-4122	Welding, Soldering, and Brazing Machine Setters, Operators,	0.0123%	53,445	58,255	0.000104
51-4191	Heat Treating Equipment Setters, Operators, and Tenders, Me	0.0063%	49,060	53,475	0.000054
51-4193	Plating Machine Setters, Operators, and Tenders, Metal and F	0.0055%	46,420	50,598	0.000047
51-4194	Tool Grinders, Filers, and Sharpeners	0.0063%	43,337	47,237	0.000054
51-5112	Printing Press Operators	0.0044%	47,044	51,278	0.000037
51-6011	Laundry and Dry-Cleaning Workers	0.3231%	37,624	41,010	0.002731
51-6021	Pressers, Textile, Garment, and Related Materials	0.1006%	37,740	41,137	0.000850
51-6031	Sewing Machine Operators	0.0281%	37,049	40,383	0.000238
51-6041	Shoe and Leather Workers and Repairers	0.0051%	40,319	43,948	0.000044
51-6052	Tailors, Dressmakers, and Custom Sewers	0.0467%	48,767	53,156	0.000395
51-6093	Upholsterers	0.0281%	43,323	47,222	0.000238
51-7011	Cabinetmakers and Bench Carpenters	0.0067%	47,625	51,911	0.000057
51-7021	Furniture Finishers	0.0131%	48,934	53,338	0.000110
51-9012	Separating, Filtering, Clarifying, Precipitating, and Still Machin	0.0162%	60,674	66,135	0.000137
51-9061	Inspectors, Testers, Sorters, Samplers, and Weighers	0.1318%	51,663	56,313	0.001114
51-9071	Jewelers and Precious Stone and Metal Workers	0.0562%	50,935	55,519	0.000475
51-9082	Medical Appliance Technicians	0.0063%	47,806	52,109	0.000054
51-9083	Ophthalmic Laboratory Technicians	0.0154%	54,671	59,591	0.000131
51-9111	Packaging and Filling Machine Operators and Tenders	0.0107%	42,747	46,594	0.000090
51-9123	Painting, Coating, and Decorating Workers	0.0059%	60,027	65,429	0.000050

Table 2.5: Occupation Mix and Averages for Commercial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
51-9124	Coating, Painting, and Spraying Machine Setters, Operators, a	0.1378%	$ 51,786	$ 56,447	0.001165
51-9151	Photographic Process Workers and Processing Machine Oper	0.0055%	58,303	63,550	0.000047
51-9161	Computer Numerically Controlled Tool Operators	0.0610%	50,832	55,407	0.000515
51-9162	Computer Numerically Controlled Tool Programmers	0.0083%	77,583	84,565	0.000070
51-9194	Etchers and Engravers	0.0095%	41,793	45,554	0.000080
51-9195	Molders, Shapers, and Casters, Except Metal and Plastic	0.0075%	49,373	53,817	0.000064
51-9198	Helpers--Production Workers	0.0574%	39,645	43,213	0.000485
51-9199	Production Workers, All Other	0.0277%	44,759	48,787	0.000234
53-3031	Driver/Sales Workers	1.2286%	43,859	47,806	0.010384
53-3032	Heavy and Tractor-Trailer Truck Drivers	0.2407%	57,119	62,260	0.002035
53-3033	Light Truck Drivers	0.9277%	50,085	54,593	0.007841
53-3053	Shuttle Drivers and Chauffeurs	0.0994%	39,821	43,405	0.000840
53-6021	Parking Attendants	0.2688%	36,462	39,744	0.002272
53-6031	Automotive and Watercraft Service Attendants	0.3397%	39,444	42,994	0.002871
53-6051	Transportation Inspectors	0.0055%	74,510	81,216	0.000047
53-6099	Transportation Workers, All Other	0.0075%	47,685	51,977	0.000064
53-7051	Industrial Truck and Tractor Operators	0.0788%	46,880	51,099	0.000666
53-7061	Cleaners of Vehicles and Equipment	1.0571%	37,344	40,705	0.008935
53-7062	Laborers and Freight, Stock, and Material Movers, Hand	0.8113%	40,772	44,441	0.006857
53-7063	Machine Feeders and Offbearers	0.0067%	42,594	46,427	0.000057
53-7064	Packers and Packagers, Hand	0.4490%	37,178	40,524	0.003795
53-7065	Stockers and Order Fillers	3.5816%	39,762	43,341	0.030272
53-7199	Material Moving Workers, All Other	0.0293%	38,707	42,191	0.000248

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

Table 2.6: Occupation Mix and Averages for Office Prototype

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
11-1011	Chief Executives	0.2556%	$280,501	$ 305,746	0.003322
11-1021	General and Operations Managers	2.8314%	151,214	164,823	0.036800
11-2011	Advertising and Promotions Managers	0.0495%	183,247	199,739	0.000644
11-2021	Marketing Managers	0.5210%	180,776	197,046	0.006771
11-2022	Sales Managers	0.5315%	136,088	148,336	0.006908
11-2032	Public Relations Managers	0.0764%	162,457	177,078	0.000993
11-2033	Fundraising Managers	0.0071%	129,385	141,030	0.000092
11-3012	Administrative Services Managers	0.2596%	119,387	130,132	0.003373
11-3013	Facilities Managers	0.0801%	113,662	123,892	0.001041
11-3021	Computer and Information Systems Managers	0.9955%	188,483	205,446	0.012939
11-3031	Financial Managers	1.2535%	183,127	199,608	0.016292
11-3051	Industrial Production Managers	0.0980%	123,723	134,858	0.001274
11-3061	Purchasing Managers	0.0754%	150,490	164,034	0.000980
11-3071	Transportation, Storage, and Distribution Managers	0.0619%	112,254	122,357	0.000805
11-3111	Compensation and Benefits Managers	0.0271%	147,230	160,481	0.000353
11-3121	Human Resources Managers	0.2445%	164,589	179,402	0.003178
11-3131	Training and Development Managers	0.0511%	158,257	172,500	0.000664
11-9013	Farmers, Ranchers, and Other Agricultural Managers	0.0013%	102,189	111,386	0.000017
11-9021	Construction Managers	0.0751%	127,553	139,033	0.000976
11-9031	Education and Childcare Administrators, Preschool and Daycare	0.0018%	69,752	76,030	0.000024
11-9032	Education Administrators, Kindergarten through Secondary	0.0016%	132,519	144,446	0.000021
11-9033	Education Administrators, Postsecondary	0.0003%	127,890	139,400	0.000003
11-9039	Education Administrators, All Other	0.0040%	133,828	145,873	0.000051
11-9041	Architectural and Engineering Managers	0.2941%	180,021	196,223	0.003822
11-9051	Food Service Managers	0.0596%	67,185	73,232	0.000774
11-9072	Entertainment and Recreation Managers, Except Gambling	0.0018%	80,522	87,769	0.000024
11-9081	Lodging Managers	0.0055%	81,757	89,115	0.000072
11-9111	Medical and Health Services Managers	0.4350%	139,586	152,149	0.005654
11-9121	Natural Sciences Managers	0.1136%	173,436	189,045	0.001476
11-9141	Property, Real Estate, and Community Association Managers	0.5663%	74,927	81,670	0.007360
11-9151	Social and Community Service Managers	0.0414%	89,270	97,304	0.000538
11-9161	Emergency Management Directors	0.0008%	128,759	140,347	0.000010
11-9179	Personal Service Managers, All Other	0.0005%	49,475	53,928	0.000007
11-9199	Managers, All Other	0.5823%	155,024	168,976	0.007569
13-1011	Agents and Business Managers of Artists, Performers, and Athletes	0.0013%	141,636	154,383	0.000017
13-1031	Claims Adjusters, Examiners, and Investigators	0.6266%	82,272	89,676	0.008144
13-1032	Insurance Appraisers, Auto Damage	0.0335%	80,925	88,208	0.000435
13-1041	Compliance Officers	0.3412%	87,905	95,816	0.004435
13-1051	Cost Estimators	0.0530%	83,339	90,840	0.000688
13-1071	Human Resources Specialists	1.0791%	81,997	89,377	0.014025
13-1075	Labor Relations Specialists	0.0132%	100,970	110,057	0.000171
13-1081	Logisticians	0.1842%	87,254	95,107	0.002394
13-1082	Project Management Specialists	1.1217%	105,556	115,056	0.014580
13-1111	Management Analysts	1.4453%	109,066	118,882	0.018785
13-1121	Meeting, Convention, and Event Planners	0.0875%	66,405	72,381	0.001137
13-1131	Fundraisers	0.0269%	75,358	82,140	0.000349
13-1141	Compensation, Benefits, and Job Analysis Specialists	0.1423%	82,832	90,287	0.001849
13-1151	Training and Development Specialists	0.3879%	74,121	80,792	0.005041
13-1161	Market Research Analysts and Marketing Specialists	1.3022%	79,888	87,078	0.016926

Table 2.6: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
13-1199	Business Operations Specialists, All Other	1.0957%	$ 82,866	$ 90,324	0.014241
13-2011	Accountants and Auditors	2.2337%	95,584	104,187	0.029033
13-2031	Budget Analysts	0.0340%	106,736	116,342	0.000442
13-2041	Credit Analysts	0.1665%	94,245	102,727	0.002165
13-2051	Financial and Investment Analysts	0.6464%	106,835	116,450	0.008401
13-2052	Personal Financial Advisors	0.6962%	121,667	132,617	0.009049
13-2053	Insurance Underwriters	0.3146%	97,427	106,195	0.004089
13-2054	Financial Risk Specialists	0.1325%	120,096	130,905	0.001723
13-2061	Financial Examiners	0.1260%	99,666	108,636	0.001637
13-2071	Credit Counselors	0.0366%	62,820	68,474	0.000476
13-2072	Loan Officers	0.8435%	88,358	96,310	0.010963
13-2082	Tax Preparers	0.2266%	56,572	61,663	0.002945
13-2099	Financial Specialists, All Other	0.1742%	94,903	103,444	0.002264
15-1211	Computer Systems Analysts	1.0258%	123,792	134,933	0.013333
15-1212	Information Security Analysts	0.3689%	133,300	145,297	0.004795
15-1221	Computer and Information Research Scientists	0.0495%	223,790	243,931	0.000644
15-1231	Computer Network Support Specialists	0.3088%	83,211	90,700	0.004014
15-1232	Computer User Support Specialists	1.1410%	73,708	80,342	0.014830
15-1241	Computer Network Architects	0.3760%	127,846	139,352	0.004887
15-1242	Database Administrators	0.1491%	114,037	124,300	0.001938
15-1243	Database Architects	0.1133%	139,003	151,513	0.001473
15-1244	Network and Computer Systems Administrators	0.5478%	100,233	109,254	0.007120
15-1251	Computer Programmers	0.3162%	114,328	124,618	0.004110
15-1252	Software Developers	3.2287%	157,736	171,932	0.041965
15-1253	Software Quality Assurance Analysts and Testers	0.4590%	118,021	128,643	0.005966
15-1254	Web Developers	0.1573%	99,395	108,341	0.002045
15-1255	Web and Digital Interface Designers	0.1684%	131,829	143,694	0.002188
15-1299	Computer Occupations, All Other	0.5871%	109,908	119,800	0.007631
15-2011	Actuaries	0.0661%	131,466	143,298	0.000860
15-2021	Mathematicians	0.0005%	145,830	158,955	0.000007
15-2031	Operations Research Analysts	0.1979%	102,116	111,306	0.002572
15-2041	Statisticians	0.0435%	119,550	130,310	0.000565
15-2051	Data Scientists	0.2366%	121,720	132,675	0.003076
15-2099	Mathematical Science Occupations, All Other	0.0047%	87,972	95,889	0.000062
17-1011	Architects, Except Landscape and Naval	0.2456%	106,871	116,489	0.003192
17-1012	Landscape Architects	0.0390%	104,304	113,691	0.000507
17-1021	Cartographers and Photogrammetrists	0.0150%	96,313	104,981	0.000195
17-1022	Surveyors	0.0970%	101,104	110,203	0.001260
17-2011	Aerospace Engineers	0.0688%	159,598	173,962	0.000894
17-2021	Agricultural Engineers	0.0008%	156,119	170,170	0.000010
17-2031	Bioengineers and Biomedical Engineers	0.0287%	105,103	114,562	0.000373
17-2041	Chemical Engineers	0.0240%	127,933	139,447	0.000312
17-2051	Civil Engineers	0.4777%	118,247	128,889	0.006209
17-2061	Computer Hardware Engineers	0.1655%	160,090	174,498	0.002151
17-2071	Electrical Engineers	0.2901%	138,679	151,160	0.003771
17-2072	Electronics Engineers, Except Computer	0.1876%	137,415	149,782	0.002439
17-2081	Environmental Engineers	0.0632%	113,124	123,305	0.000822
17-2111	Health and Safety Engineers, Except Mining Safety Engineers and Inspect	0.0211%	130,268	141,992	0.000274
17-2112	Industrial Engineers	0.2888%	117,491	128,065	0.003754
17-2121	Marine Engineers and Naval Architects	0.0058%	183,394	199,899	0.000075

Table 2.6: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
17-2131	Materials Engineers	0.0224%	$114,266	$ 124,550	0.000291
17-2141	Mechanical Engineers	0.3452%	120,914	131,796	0.004487
17-2151	Mining and Geological Engineers, Including Mining Safety Engineers	0.0092%	137,191	149,538	0.000120
17-2161	Nuclear Engineers	0.0087%	138,652	151,131	0.000113
17-2171	Petroleum Engineers	0.0211%	148,716	162,100	0.000274
17-2199	Engineers, All Other	0.1929%	129,025	140,637	0.002507
17-3011	Architectural and Civil Drafters	0.2053%	71,926	78,399	0.002668
17-3012	Electrical and Electronics Drafters	0.0335%	74,715	81,439	0.000435
17-3013	Mechanical Drafters	0.0509%	75,873	82,702	0.000661
17-3019	Drafters, All Other	0.0169%	66,346	72,317	0.000219
17-3021	Aerospace Engineering and Operations Technologists and Technicians	0.0132%	91,888	100,158	0.000171
17-3022	Civil Engineering Technologists and Technicians	0.0788%	86,675	94,476	0.001024
17-3023	Electrical and Electronic Engineering Technologists and Technicians	0.1497%	77,974	84,992	0.001945
17-3024	Electro-Mechanical and Mechatronics Technologists and Technicians	0.0140%	73,892	80,542	0.000182
17-3025	Environmental Engineering Technologists and Technicians	0.0192%	80,289	87,515	0.000250
17-3026	Industrial Engineering Technologists and Technicians	0.0669%	93,904	102,355	0.000870
17-3027	Mechanical Engineering Technologists and Technicians	0.0519%	76,629	83,526	0.000675
17-3028	Calibration Technologists and Technicians	0.0103%	64,323	70,112	0.000134
17-3029	Engineering Technologists and Technicians, Except Drafters, All Other	0.0941%	75,397	82,183	0.001223
19-1011	Animal Scientists	0.0021%	157,988	172,207	0.000027
19-1012	Food Scientists and Technologists	0.0113%	90,511	98,657	0.000147
19-1021	Biochemists and Biophysicists	0.0635%	114,123	124,394	0.000825
19-1022	Microbiologists	0.0271%	95,555	104,155	0.000353
19-1023	Zoologists and Wildlife Biologists	0.0058%	86,748	94,555	0.000075
19-1029	Biological Scientists, All Other	0.0540%	107,399	117,065	0.000702
19-1031	Conservation Scientists	0.0021%	77,280	84,235	0.000027
19-1032	Foresters	0.0008%	88,129	96,061	0.000010
19-1041	Epidemiologists	0.0021%	98,223	107,063	0.000027
19-1042	Medical Scientists, Except Epidemiologists	0.1560%	120,283	131,108	0.002028
19-1099	Life Scientists, All Other	0.0079%	160,423	174,861	0.000103
19-2011	Astronomers	0.0024%	150,957	164,543	0.000031
19-2012	Physicists	0.0298%	160,904	175,385	0.000387
19-2021	Atmospheric and Space Scientists	0.0074%	91,822	100,086	0.000096
19-2031	Chemists	0.0862%	91,347	99,568	0.001120
19-2032	Materials Scientists	0.0108%	89,418	97,466	0.000140
19-2041	Environmental Scientists and Specialists, Including Health	0.0862%	106,233	115,794	0.001120
19-2042	Geoscientists, Except Hydrologists and Geographers	0.0385%	102,943	112,208	0.000500
19-2043	Hydrologists	0.0061%	128,746	140,333	0.000079
19-2099	Physical Scientists, All Other	0.0121%	172,958	188,524	0.000158
19-3011	Economists	0.0150%	154,090	167,958	0.000195
19-3022	Survey Researchers	0.0163%	80,892	88,172	0.000212
19-3032	Industrial-Organizational Psychologists	0.0003%	136,427	148,705	0.000003
19-3033	Clinical and Counseling Psychologists	0.0949%	128,741	140,328	0.001233
19-3034	School Psychologists	0.0029%	97,500	106,275	0.000038
19-3039	Psychologists, All Other	0.0063%	107,944	117,659	0.000082
19-3041	Sociologists	0.0034%	112,110	122,200	0.000045
19-3051	Urban and Regional Planners	0.0145%	106,828	116,443	0.000188
19-3091	Anthropologists and Archeologists	0.0111%	71,953	78,429	0.000144
19-3092	Geographers	0.0003%	85,315	92,993	0.000003

Table 2.6: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
19-3093	Historians	0.0018%	$ 92,002	$ 100,282	0.000024
19-3094	Political Scientists	0.0024%	129,638	141,305	0.000031
19-3099	Social Scientists and Related Workers, All Other	0.0145%	101,069	110,165	0.000188
19-4012	Agricultural Technicians	0.0129%	50,928	55,512	0.000168
19-4013	Food Science Technicians	0.0024%	55,410	60,397	0.000031
19-4021	Biological Technicians	0.0906%	65,671	71,581	0.001178
19-4031	Chemical Technicians	0.0617%	55,720	60,735	0.000801
19-4042	Environmental Science and Protection Technicians, Including Health	0.0516%	59,282	64,617	0.000671
19-4043	Geological Technicians, Except Hydrologic Technicians	0.0153%	73,029	79,602	0.000199
19-4044	Hydrologic Technicians	0.0005%	101,118	110,219	0.000007
19-4051	Nuclear Technicians	0.0013%	78,194	85,231	0.000017
19-4061	Social Science Research Assistants	0.0248%	62,276	67,881	0.000322
19-4071	Forest and Conservation Technicians	0.0021%	51,049	55,643	0.000027
19-4092	Forensic Science Technicians	0.0026%	108,677	118,458	0.000034
19-4099	Life, Physical, and Social Science Technicians, All Other	0.0756%	60,367	65,800	0.000983
19-5011	Occupational Health and Safety Specialists	0.0706%	77,849	84,855	0.000918
19-5012	Occupational Health and Safety Technicians	0.0184%	76,578	83,470	0.000240
21-1012	Educational, Guidance, and Career Counselors and Advisors	0.0116%	80,412	87,649	0.000151
21-1013	Marriage and Family Therapists	0.0638%	67,729	73,825	0.000829
21-1015	Rehabilitation Counselors	0.0177%	43,664	47,594	0.000229
21-1019	Counselors, All Other	0.0264%	44,071	48,037	0.000342
21-1021	Child, Family, and School Social Workers	0.0445%	72,598	79,132	0.000579
21-1022	Healthcare Social Workers	0.1038%	87,786	95,687	0.001349
21-1023	Mental Health and Substance Abuse Social Workers	0.1014%	86,593	94,386	0.001319
21-1029	Social Workers, All Other	0.0069%	68,440	74,600	0.000089
21-1091	Health Education Specialists	0.0377%	76,348	83,219	0.000490
21-1092	Probation Officers and Correctional Treatment Specialists	0.0024%	101,768	110,927	0.000031
21-1093	Social and Human Service Assistants	0.1220%	52,071	56,757	0.001586
21-1094	Community Health Workers	0.0506%	53,192	57,979	0.000658
21-1099	Community and Social Service Specialists, All Other	0.0211%	52,142	56,835	0.000274
21-2011	Clergy	0.0018%	85,104	92,763	0.000024
21-2099	Religious Workers, All Other	0.0003%	56,205	61,263	0.000003
23-1011	Lawyers	1.3660%	207,685	226,377	0.017755
23-2011	Paralegals and Legal Assistants	0.7763%	78,685	85,767	0.010090
23-2093	Title Examiners, Abstractors, and Searchers	0.1299%	72,296	78,803	0.001688
23-2099	Legal Support Workers, All Other	0.0474%	74,497	81,202	0.000616
25-1042	Biological Science Teachers, Postsecondary	0.0005%	112,781	122,931	0.000007
25-1052	Chemistry Teachers, Postsecondary	0.0003%	109,927	119,820	0.000003
25-1072	Nursing Instructors and Teachers, Postsecondary	0.0003%	104,170	113,545	0.000003
25-1194	Career/Technical Education Teachers, Postsecondary	0.0013%	88,354	96,306	0.000017
25-2011	Preschool Teachers, Except Special Education	0.0063%	51,821	56,485	0.000082
25-2012	Kindergarten Teachers, Except Special Education	0.0003%	97,225	105,975	0.000003
25-2021	Elementary School Teachers, Except Special Education	0.0011%	96,801	105,513	0.000014
25-2031	Secondary School Teachers, Except Special and Career/Technical Educat	0.0024%	93,354	101,756	0.000031
25-2051	Special Education Teachers, Preschool	0.0021%	78,516	85,582	0.000027
25-2059	Special Education Teachers, All Other	0.0026%	70,518	76,865	0.000034
25-3011	Adult Basic Education, Adult Secondary Education, and English as a Sec	0.0011%	93,587	102,010	0.000014
25-3021	Self-Enrichment Teachers	0.0034%	60,361	65,793	0.000045
25-3031	Substitute Teachers, Short-Term	0.0335%	55,293	60,269	0.000435

Table 2.6: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
25-3041	Tutors	0.0047%	$ 42,968	$ 46,835	0.000062
25-3099	Teachers and Instructors, All Other	0.0150%	89,178	97,204	0.000195
25-4011	Archivists	0.0026%	67,907	74,019	0.000034
25-4012	Curators	0.0005%	80,911	88,193	0.000007
25-4022	Librarians and Media Collections Specialists	0.0232%	85,753	93,471	0.000301
25-4031	Library Technicians	0.0137%	45,487	49,581	0.000178
25-9031	Instructional Coordinators	0.0216%	87,338	95,198	0.000281
25-9099	Educational Instruction and Library Workers, All Other	0.0013%	65,563	71,464	0.000017
27-1011	Art Directors	0.0906%	161,531	176,069	0.001178
27-1012	Craft Artists	0.0013%	113,056	123,231	0.000017
27-1013	Fine Artists, Including Painters, Sculptors, and Illustrators	0.0063%	77,052	83,987	0.000082
27-1014	Special Effects Artists and Animators	0.0472%	143,094	155,972	0.000613
27-1019	Artists and Related Workers, All Other	0.0008%	133,213	145,202	0.000010
27-1021	Commercial and Industrial Designers	0.0324%	89,348	97,389	0.000421
27-1022	Fashion Designers	0.0155%	95,475	104,068	0.000202
27-1023	Floral Designers	0.0016%	42,194	45,991	0.000021
27-1024	Graphic Designers	0.3096%	84,134	91,706	0.004024
27-1025	Interior Designers	0.1043%	78,571	85,642	0.001356
27-1026	Merchandise Displayers and Window Trimmers	0.0711%	43,984	47,943	0.000925
27-1027	Set and Exhibit Designers	0.0090%	84,348	91,939	0.000116
27-1029	Designers, All Other	0.0113%	99,401	108,347	0.000147
27-2012	Producers and Directors	0.2140%	143,535	156,453	0.002781
27-2022	Coaches and Scouts	0.0005%	70,049	76,353	0.000007
27-2041	Music Directors and Composers	0.0008%	107,512	117,188	0.000010
27-3031	Public Relations Specialists	0.2693%	83,571	91,092	0.003500
27-3041	Editors	0.1887%	124,791	136,022	0.002452
27-3042	Technical Writers	0.0943%	105,560	115,060	0.001226
27-3043	Writers and Authors	0.0754%	134,812	146,945	0.000980
27-3091	Interpreters and Translators	0.0709%	71,075	77,472	0.000921
27-3092	Court Reporters and Simultaneous Captioners	0.0092%	94,219	102,699	0.000120
27-3099	Media and Communication Workers, All Other	0.0198%	135,519	147,716	0.000257
27-4011	Audio and Video Technicians	0.0469%	88,571	96,542	0.000610
27-4014	Sound Engineering Technicians	0.0192%	90,663	98,823	0.000250
27-4015	Lighting Technicians	0.0013%	105,115	114,575	0.000017
27-4021	Photographers	0.0664%	80,006	87,207	0.000863
27-4031	Camera Operators, Television, Video, and Film	0.0316%	77,559	84,539	0.000411
27-4032	Film and Video Editors	0.0632%	87,961	95,877	0.000822
27-4099	Media and Communication Equipment Workers, All Other	0.0221%	77,037	83,970	0.000288
29-1011	Chiropractors	0.0951%	108,722	118,507	0.001236
29-1021	Dentists, General	0.2788%	114,382	124,676	0.003624
29-1022	Oral and Maxillofacial Surgeons	0.0132%	267,594	291,677	0.000171
29-1031	Dietitians and Nutritionists	0.0559%	73,224	79,814	0.000726
29-1041	Optometrists	0.0877%	118,045	128,669	0.001140
29-1051	Pharmacists	0.0672%	154,715	168,639	0.000873
29-1071	Physician Assistants	0.2308%	144,730	157,756	0.003000
29-1081	Podiatrists	0.0198%	167,475	182,548	0.000257
29-1122	Occupational Therapists	0.1146%	111,472	121,504	0.001490
29-1123	Physical Therapists	0.2906%	114,492	124,796	0.003778

Table 2.6: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
29-1124	Radiation Therapists	0.0140%	$131,971	$ 143,848	0.000182
29-1125	Recreational Therapists	0.0029%	73,866	80,514	0.000038
29-1126	Respiratory Therapists	0.0224%	95,504	104,099	0.000291
29-1127	Speech-Language Pathologists	0.1125%	112,896	123,057	0.001462
29-1128	Exercise Physiologists	0.0034%	83,476	90,989	0.000045
29-1131	Veterinarians	0.1931%	139,955	152,551	0.002510
29-1141	Registered Nurses	1.4364%	130,337	142,067	0.018669
29-1151	Nurse Anesthetists	0.0756%	233,369	254,372	0.000983
29-1161	Nurse Midwives	0.0155%	185,494	202,188	0.000202
29-1171	Nurse Practitioners	0.3945%	166,401	181,377	0.005127
29-1181	Audiologists	0.0213%	103,940	113,295	0.000277
29-1212	Cardiologists	0.0395%	330,698	360,461	0.000514
29-1214	Emergency Medicine Physicians	0.0685%	222,264	242,268	0.000890
29-1215	Family Medicine Physicians	0.2113%	256,475	279,558	0.002747
29-1216	General Internal Medicine Physicians	0.1012%	229,360	250,002	0.001315
29-1217	Neurologists	0.0116%	264,646	288,464	0.000151
29-1221	Pediatricians, General	0.0682%	176,011	191,852	0.000887
29-1222	Physicians, Pathologists	0.0198%	210,462	229,404	0.000257
29-1223	Psychiatrists	0.0324%	332,645	362,583	0.000421
29-1224	Radiologists	0.0627%	400,450	436,491	0.000815
29-1249	Surgeons, All Other	0.0564%	334,858	364,995	0.000733
29-1291	Acupuncturists	0.0174%	107,800	117,502	0.000226
29-1292	Dental Hygienists	0.5494%	116,030	126,473	0.007141
29-1299	Healthcare Diagnosing or Treating Practitioners, All Other	0.0116%	81,052	88,347	0.000151
29-2031	Cardiovascular Technologists and Technicians	0.0253%	85,796	93,518	0.000329
29-2032	Diagnostic Medical Sonographers	0.0817%	111,896	121,967	0.001062
29-2033	Nuclear Medicine Technologists	0.0105%	131,313	143,131	0.000137
29-2034	Radiologic Technologists and Technicians	0.2098%	90,157	98,271	0.002726
29-2035	Magnetic Resonance Imaging Technologists	0.0387%	108,469	118,231	0.000503
29-2036	Medical Dosimetrists	0.0018%	174,573	190,285	0.000024
29-2042	Emergency Medical Technicians	0.0245%	48,225	52,565	0.000319
29-2043	Paramedics	0.0142%	78,421	85,479	0.000185
29-2051	Dietetic Technicians	0.0034%	45,247	49,319	0.000045
29-2052	Pharmacy Technicians	0.0704%	53,176	57,962	0.000914
29-2053	Psychiatric Technicians	0.0556%	57,229	62,380	0.000723
29-2055	Surgical Technologists	0.0754%	71,498	77,933	0.000980
29-2056	Veterinary Technologists and Technicians	0.2980%	51,177	55,783	0.003874
29-2057	Ophthalmic Medical Technicians	0.1613%	51,664	56,314	0.002096
29-2061	Licensed Practical and Licensed Vocational Nurses	0.4003%	71,199	77,607	0.005202
29-2072	Medical Records Specialists	0.2580%	70,867	77,245	0.003353
29-2081	Opticians, Dispensing	0.1086%	57,352	62,514	0.001411
29-2091	Orthotists and Prosthetists	0.0179%	93,323	101,722	0.000233
29-2092	Hearing Aid Specialists	0.0066%	59,325	64,664	0.000086
29-2099	Health Technologists and Technicians, All Other	0.1939%	57,978	63,196	0.002521
29-9021	Health Information Technologists and Medical Registrars	0.0377%	92,265	100,569	0.000490
29-9091	Athletic Trainers	0.0187%	68,569	74,740	0.000243
29-9092	Genetic Counselors	0.0024%	115,486	125,880	0.000031
29-9093	Surgical Assistants	0.0242%	55,961	60,997	0.000315

Table 2.6: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
29-9099	Healthcare Practitioners and Technical Workers, All Other	0.0366%	$ 83,585	$ 91,108	0.000476
31-1131	Nursing Assistants	0.2000%	44,765	48,794	0.002599
31-1132	Orderlies	0.0087%	48,387	52,742	0.000113
31-1133	Psychiatric Aides	0.0071%	49,653	54,122	0.000092
31-2011	Occupational Therapy Assistants	0.0559%	81,875	89,244	0.000726
31-2012	Occupational Therapy Aides	0.0034%	66,775	72,785	0.000045
31-2021	Physical Therapist Assistants	0.1354%	79,787	86,968	0.001760
31-2022	Physical Therapist Aides	0.0859%	40,266	43,890	0.001117
31-9011	Massage Therapists	0.0809%	70,376	76,710	0.001051
31-9091	Dental Assistants	0.9051%	45,979	50,117	0.011764
31-9092	Medical Assistants	1.5394%	46,277	50,442	0.020008
31-9093	Medical Equipment Preparers	0.0345%	57,865	63,073	0.000449
31-9094	Medical Transcriptionists	0.1062%	41,000	44,690	0.001380
31-9095	Pharmacy Aides	0.0113%	49,679	54,150	0.000147
31-9096	Veterinary Assistants and Laboratory Animal Caretakers	0.2493%	41,518	45,255	0.003240
31-9097	Phlebotomists	0.1708%	51,018	55,610	0.002219
31-9099	Healthcare Support Workers, All Other	0.0735%	53,056	57,831	0.000956
33-1011	First-Line Supervisors of Correctional Officers	0.0037%	110,822	120,796	0.000048
33-1021	First-Line Supervisors of Firefighting and Prevention Workers	0.0076%	152,353	166,065	0.000099
33-1091	First-Line Supervisors of Security Workers	0.0793%	59,332	64,672	0.001031
33-1099	First-Line Supervisors of Protective Service Workers, All Other	0.0116%	76,601	83,495	0.000151
33-2011	Firefighters	0.0493%	100,766	109,835	0.000640
33-2021	Fire Inspectors and Investigators	0.0011%	111,350	121,372	0.000014
33-3012	Correctional Officers and Jailers	0.0472%	78,462	85,524	0.000613
33-9021	Private Detectives and Investigators	0.0477%	64,469	70,271	0.000620
33-9032	Security Guards	1.9120%	39,644	43,212	0.024851
33-9091	Crossing Guards and Flaggers	0.0917%	51,413	56,040	0.001192
33-9092	Lifeguards, Ski Patrol, and Other Recreational Protective Service Workers	0.0040%	38,027	41,449	0.000051
33-9094	School Bus Monitors	0.0003%	37,418	40,786	0.000003
33-9099	Protective Service Workers, All Other	0.0337%	46,863	51,081	0.000438
35-1011	Chefs and Head Cooks	0.0495%	72,644	79,182	0.000644
35-1012	First-Line Supervisors of Food Preparation and Serving Workers	0.1220%	47,337	51,597	0.001586
35-2011	Cooks, Fast Food	0.0047%	36,873	40,192	0.000062
35-2012	Cooks, Institution and Cafeteria	0.1689%	44,563	48,574	0.002195
35-2014	Cooks, Restaurant	0.0740%	41,251	44,964	0.000962
35-2015	Cooks, Short Order	0.0182%	37,783	41,183	0.000236
35-2019	Cooks, All Other	0.0111%	40,978	44,666	0.000144
35-2021	Food Preparation Workers	0.1368%	37,256	40,609	0.001778
35-3011	Bartenders	0.0374%	41,110	44,810	0.000486
35-3023	Fast Food and Counter Workers	0.3307%	35,937	39,171	0.004298
35-3031	Waiters and Waitresses	0.1212%	39,425	42,973	0.001575
35-3041	Food Servers, Nonrestaurant	0.0754%	40,472	44,114	0.000980
35-9011	Dining Room and Cafeteria Attendants and Bartender Helpers	0.0527%	36,167	39,422	0.000685
35-9021	Dishwashers	0.0704%	36,028	39,271	0.000914
35-9031	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	0.0140%	35,284	38,460	0.000182
35-9099	Food Preparation and Serving Related Workers, All Other	0.0192%	38,603	42,077	0.000250
37-1011	First-Line Supervisors of Housekeeping and Janitorial Workers	0.1866%	57,043	62,177	0.002425
37-1012	First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping	0.2113%	60,870	66,348	0.002747
37-2011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	2.7676%	41,116	44,816	0.035971
37-2012	Maids and Housekeeping Cleaners	0.4274%	40,927	44,610	0.005555

Table 2.6: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
37-2019	Building Cleaning Workers, All Other	0.0311%	$ 47,113	$ 51,353	0.000404
37-2021	Pest Control Workers	0.2229%	49,767	54,246	0.002897
37-3011	Landscaping and Groundskeeping Workers	1.5652%	43,716	47,650	0.020344
37-3012	Pesticide Handlers, Sprayers, and Applicators, Vegetation	0.0324%	47,836	52,141	0.000421
37-3013	Tree Trimmers and Pruners	0.0951%	63,126	68,807	0.001236
37-3019	Grounds Maintenance Workers, All Other	0.0174%	47,673	51,964	0.000226
39-1014	First-Line Supervisors of Entertainment and Recreation Workers, Except G	0.0145%	52,663	57,403	0.000188
39-1022	First-Line Supervisors of Personal Service Workers	0.0140%	56,923	62,046	0.000182
39-2011	Animal Trainers	0.0011%	51,694	56,346	0.000014
39-2021	Animal Caretakers	0.0988%	39,121	42,642	0.001284
39-3021	Motion Picture Projectionists	0.0045%	69,702	75,975	0.000058
39-3031	Ushers, Lobby Attendants, and Ticket Takers	0.0859%	37,029	40,362	0.001117
39-3091	Amusement and Recreation Attendants	0.0082%	35,454	38,645	0.000106
39-3092	Costume Attendants	0.0040%	63,826	69,570	0.000051
39-3093	Locker Room, Coatroom, and Dressing Room Attendants	0.0003%	45,059	49,114	0.000003
39-5012	Hairdressers, Hairstylists, and Cosmetologists	0.0061%	49,233	53,664	0.000079
39-5092	Manicurists and Pedicurists	0.0003%	35,647	38,855	0.000003
39-5094	Skincare Specialists	0.0211%	56,502	61,587	0.000274
39-6011	Baggage Porters and Bellhops	0.0071%	37,709	41,103	0.000092
39-6012	Concierges	0.0340%	43,610	47,535	0.000442
39-9011	Childcare Workers	0.0213%	37,518	40,895	0.000277
39-9031	Exercise Trainers and Group Fitness Instructors	0.0174%	60,397	65,833	0.000226
39-9032	Recreation Workers	0.0158%	39,008	42,519	0.000205
39-9041	Residential Advisors	0.0113%	46,697	50,900	0.000147
39-9099	Personal Care and Service Workers, All Other	0.0034%	37,819	41,223	0.000045
41-1011	First-Line Supervisors of Retail Sales Workers	0.0791%	55,353	60,335	0.001027
41-1012	First-Line Supervisors of Non-Retail Sales Workers	0.2983%	96,262	104,926	0.003877
41-2011	Cashiers	0.1231%	35,448	38,638	0.001599
41-2021	Counter and Rental Clerks	0.3362%	43,537	47,455	0.004370
41-2022	Parts Salespersons	0.0045%	44,318	48,307	0.000058
41-2031	Retail Salespersons	0.2327%	40,773	44,443	0.003024
41-3011	Advertising Sales Agents	0.1881%	80,887	88,167	0.002445
41-3021	Insurance Sales Agents	1.1536%	88,484	96,448	0.014994
41-3031	Securities, Commodities, and Financial Services Sales Agents	1.1347%	115,910	126,342	0.014747
41-3041	Travel Agents	0.0018%	53,031	57,804	0.000024
41-3091	Sales Representatives of Services, Except Advertising, Insurance, Financi	1.5297%	82,502	89,927	0.019881
41-4011	Sales Representatives, Wholesale and Manufacturing, Technical and Scier	0.2374%	112,034	122,117	0.003086
41-4012	Sales Representatives, Wholesale and Manufacturing, Except Technical a	0.2825%	81,968	89,345	0.003671
41-9011	Demonstrators and Product Promoters	0.0350%	42,310	46,118	0.000456
41-9022	Real Estate Sales Agents	0.4150%	74,125	80,796	0.005394
41-9031	Sales Engineers	0.0877%	145,837	158,962	0.001140
41-9041	Telemarketers	0.2617%	40,550	44,200	0.003401
41-9091	Door-to-Door Sales Workers, News and Street Vendors, and Related Work	0.0121%	45,026	49,078	0.000158
41-9099	Sales and Related Workers, All Other	0.1165%	60,492	65,936	0.001514
43-1011	First-Line Supervisors of Office and Administrative Support Workers	1.7926%	74,833	81,568	0.023299
43-2011	Switchboard Operators, Including Answering Service	0.0572%	45,703	49,816	0.000743
43-2021	Telephone Operators	0.0032%	57,088	62,226	0.000041
43-3011	Bill and Account Collectors	0.4329%	55,134	60,096	0.005627
43-3021	Billing and Posting Clerks	0.7539%	51,038	55,631	0.009799

Table 2.6: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
43-3031	Bookkeeping, Accounting, and Auditing Clerks	1.7012%	$ 54,255	$ 59,138	0.022111
43-3051	Payroll and Timekeeping Clerks	0.1800%	58,248	63,490	0.002339
43-3061	Procurement Clerks	0.0285%	52,809	57,562	0.000370
43-3071	Tellers	0.9895%	42,858	46,715	0.012860
43-3099	Financial Clerks, All Other	0.0609%	55,900	60,931	0.000791
43-4011	Brokerage Clerks	0.1049%	64,470	70,272	0.001363
43-4021	Correspondence Clerks	0.0126%	49,577	54,039	0.000164
43-4031	Court, Municipal, and License Clerks	0.0053%	59,799	65,181	0.000068
43-4041	Credit Authorizers, Checkers, and Clerks	0.0306%	52,426	57,144	0.000397
43-4051	Customer Service Representatives	4.0936%	47,006	51,237	0.053205
43-4061	Eligibility Interviewers, Government Programs	0.0063%	59,829	65,214	0.000082
43-4071	File Clerks	0.1178%	44,880	48,919	0.001531
43-4081	Hotel, Motel, and Resort Desk Clerks	0.0256%	38,057	41,482	0.000332
43-4111	Interviewers, Except Eligibility and Loan	0.1565%	49,521	53,978	0.002034
43-4121	Library Assistants, Clerical	0.0200%	48,410	52,767	0.000260
43-4131	Loan Interviewers and Clerks	0.6353%	51,730	56,386	0.008257
43-4141	New Accounts Clerks	0.1059%	49,537	53,995	0.001377
43-4151	Order Clerks	0.0440%	44,416	48,413	0.000572
43-4161	Human Resources Assistants, Except Payroll and Timekeeping	0.1070%	53,381	58,185	0.001390
43-4171	Receptionists and Information Clerks	1.6024%	40,224	43,844	0.020827
43-4181	Reservation and Transportation Ticket Agents and Travel Clerks	0.0037%	44,024	47,986	0.000048
43-4199	Information and Record Clerks, All Other	0.0611%	55,402	60,388	0.000795
43-5011	Cargo and Freight Agents	0.0087%	54,615	59,530	0.000113
43-5021	Couriers and Messengers	0.0798%	40,573	44,225	0.001038
43-5031	Public Safety Telecommunicators	0.0024%	73,934	80,588	0.000031
43-5032	Dispatchers, Except Police, Fire, and Ambulance	0.0775%	51,815	56,478	0.001007
43-5041	Meter Readers, Utilities	0.0103%	69,296	75,533	0.000134
43-5061	Production, Planning, and Expediting Clerks	0.3004%	59,533	64,891	0.003904
43-5071	Shipping, Receiving, and Inventory Clerks	0.2920%	43,724	47,659	0.003795
43-5111	Weighers, Measurers, Checkers, and Samplers, Recordkeeping	0.0179%	41,208	44,917	0.000233
43-6011	Executive Secretaries and Executive Administrative Assistants	0.5626%	77,821	84,825	0.007312
43-6012	Legal Secretaries and Administrative Assistants	0.3578%	66,949	72,974	0.004651
43-6013	Medical Secretaries and Administrative Assistants	1.1850%	48,523	52,890	0.015402
43-6014	Secretaries and Administrative Assistants, Except Legal, Medical, and Ex	1.6730%	51,901	56,572	0.021744
43-9021	Data Entry Keyers	0.2474%	41,401	45,127	0.003216
43-9022	Word Processors and Typists	0.0134%	50,626	55,182	0.000175
43-9031	Desktop Publishers	0.0119%	57,577	62,759	0.000154
43-9041	Insurance Claims and Policy Processing Clerks	0.6266%	51,017	55,609	0.008144
43-9051	Mail Clerks and Mail Machine Operators, Except Postal Service	0.1238%	42,596	46,430	0.001610
43-9061	Office Clerks, General	2.3189%	46,402	50,578	0.030139
43-9071	Office Machine Operators, Except Computer	0.0548%	45,575	49,677	0.000712
43-9081	Proofreaders and Copy Markers	0.0100%	59,680	65,051	0.000130
43-9111	Statistical Assistants	0.0071%	60,853	66,330	0.000092
43-9199	Office and Administrative Support Workers, All Other	0.1078%	49,982	54,480	0.001401
45-1011	First-Line Supervisors of Farming, Fishing, and Forestry Workers	0.0034%	76,175	83,031	0.000045
45-2011	Agricultural Inspectors	0.0032%	63,265	68,959	0.000041
45-2041	Graders and Sorters, Agricultural Products	0.0029%	37,696	41,089	0.000038
45-2091	Agricultural Equipment Operators	0.0024%	40,439	44,079	0.000031
45-2092	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	0.0282%	39,238	42,769	0.000366
45-2093	Farmworkers, Farm, Ranch, and Aquacultural Animals	0.0032%	50,747	55,314	0.000041

Table 2.6: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
45-2099	Agricultural Workers, All Other	0.0018%	$ 48,776	$ 53,166	0.000024
45-4011	Forest and Conservation Workers	0.0005%	34,539	37,648	0.000007
45-4021	Fallers	0.0026%	91,106	99,306	0.000034
45-4022	Logging Equipment Operators	0.0034%	61,350	66,872	0.000045
45-4023	Log Graders and Scalers	0.0008%	53,167	57,952	0.000010
47-1011	First-Line Supervisors of Construction Trades and Extraction Workers	0.0535%	93,411	101,818	0.000695
47-2011	Boilermakers	0.0016%	100,993	110,082	0.000021
47-2022	Stonemasons	0.0013%	63,468	69,180	0.000017
47-2031	Carpenters	0.0717%	69,762	76,041	0.000932
47-2041	Carpet Installers	0.0003%	51,733	56,389	0.000003
47-2043	Floor Sanders and Finishers	0.0003%	64,915	70,757	0.000003
47-2044	Tile and Stone Setters	0.0003%	60,408	65,845	0.000003
47-2051	Cement Masons and Concrete Finishers	0.0158%	65,437	71,326	0.000205
47-2061	Construction Laborers	0.1921%	56,752	61,860	0.002497
47-2071	Paving, Surfacing, and Tamping Equipment Operators	0.0016%	71,971	78,448	0.000021
47-2073	Operating Engineers and Other Construction Equipment Operators	0.0300%	85,327	93,006	0.000390
47-2081	Drywall and Ceiling Tile Installers	0.0026%	68,756	74,944	0.000034
47-2111	Electricians	0.0959%	81,597	88,941	0.001247
47-2121	Glaziers	0.0008%	69,609	75,874	0.000010
47-2132	Insulation Workers, Mechanical	0.0003%	88,665	96,645	0.000003
47-2141	Painters, Construction and Maintenance	0.0348%	56,934	62,058	0.000452
47-2142	Paperhangers	0.0029%	52,609	57,344	0.000038
47-2151	Pipelayers	0.0013%	59,450	64,801	0.000017
47-2152	Plumbers, Pipefitters, and Steamfitters	0.0374%	74,116	80,786	0.000486
47-2161	Plasterers and Stucco Masons	0.0003%	63,735	69,471	0.000003
47-2171	Reinforcing Iron and Rebar Workers	0.0008%	62,580	68,212	0.000010
47-2181	Roofers	0.0026%	69,158	75,382	0.000034
47-2211	Sheet Metal Workers	0.0090%	87,928	95,842	0.000116
47-2221	Structural Iron and Steel Workers	0.0058%	66,103	72,052	0.000075
47-2231	Solar Photovoltaic Installers	0.0058%	55,471	60,463	0.000075
47-3012	Helpers--Carpenters	0.0029%	52,449	57,169	0.000038
47-3013	Helpers--Electricians	0.0032%	47,212	51,461	0.000041
47-3014	Helpers--Painters, Paperhangers, Plasterers, and Stucco Masons	0.0008%	47,145	51,388	0.000010
47-3015	Helpers--Pipelayers, Plumbers, Pipefitters, and Steamfitters	0.0011%	40,600	44,254	0.000014
47-3019	Helpers, Construction Trades, All Other	0.0034%	45,628	49,735	0.000045
47-4011	Construction and Building Inspectors	0.1331%	94,651	103,170	0.001730
47-4021	Elevator and Escalator Installers and Repairers	0.0003%	118,577	129,249	0.000003
47-4031	Fence Erectors	0.0016%	50,655	55,214	0.000021
47-4041	Hazardous Materials Removal Workers	0.0026%	60,533	65,981	0.000034
47-4051	Highway Maintenance Workers	0.0011%	56,289	61,355	0.000014
47-4071	Septic Tank Servicers and Sewer Pipe Cleaners	0.0021%	49,769	54,248	0.000027
47-5012	Rotary Drill Operators, Oil and Gas	0.0005%	73,869	80,517	0.000007
47-5022	Excavating and Loading Machine and Dragline Operators, Surface Mining	0.0013%	75,753	82,571	0.000017
47-5023	Earth Drillers, Except Oil and Gas	0.0040%	65,006	70,857	0.000051
47-5032	Explosives Workers, Ordnance Handling Experts, and Blasters	0.0011%	69,688	75,960	0.000014
47-5071	Roustabouts, Oil and Gas	0.0008%	63,430	69,139	0.000010
47-5081	Helpers--Extraction Workers	0.0011%	55,730	60,746	0.000014
49-1011	First-Line Supervisors of Mechanics, Installers, and Repairers	0.2564%	87,345	95,206	0.003332
49-2011	Computer, Automated Teller, and Office Machine Repairers	0.0366%	51,222	55,832	0.000476
49-2021	Radio, Cellular, and Tower Equipment Installers and Repairers	0.0129%	78,849	85,945	0.000168

Table 2.6: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
49-2022	Telecommunications Equipment Installers and Repairers, Except Line Inst	0.3402%	$ 72,986	$ 79,555	0.004422
49-2091	Avionics Technicians	0.0055%	87,443	95,313	0.000072
49-2092	Electric Motor, Power Tool, and Related Repairers	0.0021%	53,040	57,814	0.000027
49-2093	Electrical and Electronics Installers and Repairers, Transportation Equipm	0.0003%	58,206	63,445	0.000003
49-2094	Electrical and Electronics Repairers, Commercial and Industrial Equipmen	0.0285%	77,614	84,599	0.000370
49-2095	Electrical and Electronics Repairers, Powerhouse, Substation, and Relay	0.0026%	108,496	118,261	0.000034
49-2097	Audiovisual Equipment Installers and Repairers	0.0053%	54,519	59,426	0.000068
49-2098	Security and Fire Alarm Systems Installers	0.1320%	63,359	69,061	0.001716
49-3011	Aircraft Mechanics and Service Technicians	0.0190%	80,860	88,137	0.000247
49-3021	Automotive Body and Related Repairers	0.0016%	60,235	65,656	0.000021
49-3022	Automotive Glass Installers and Repairers	0.0003%	48,425	52,783	0.000003
49-3023	Automotive Service Technicians and Mechanics	0.0206%	58,808	64,101	0.000267
49-3031	Bus and Truck Mechanics and Diesel Engine Specialists	0.0158%	68,711	74,895	0.000205
49-3041	Farm Equipment Mechanics and Service Technicians	0.0013%	55,020	59,972	0.000017
49-3042	Mobile Heavy Equipment Mechanics, Except Engines	0.0126%	67,699	73,792	0.000164
49-3051	Motorboat Mechanics and Service Technicians	0.0003%	60,587	66,040	0.000003
49-3053	Outdoor Power Equipment and Other Small Engine Mechanics	0.0158%	54,288	59,174	0.000205
49-3092	Recreational Vehicle Service Technicians	0.0003%	64,898	70,739	0.000003
49-3093	Tire Repairers and Changers	0.0016%	40,875	44,554	0.000021
49-9012	Control and Valve Installers and Repairers, Except Mechanical Door	0.0055%	83,644	91,172	0.000072
49-9021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	0.0427%	69,048	75,262	0.000555
49-9031	Home Appliance Repairers	0.0011%	48,012	52,333	0.000014
49-9041	Industrial Machinery Mechanics	0.0656%	69,978	76,276	0.000853
49-9043	Maintenance Workers, Machinery	0.0137%	68,306	74,454	0.000178
49-9044	Millwrights	0.0058%	64,015	69,776	0.000075
49-9051	Electrical Power-Line Installers and Repairers	0.0045%	108,930	118,734	0.000058
49-9052	Telecommunications Line Installers and Repairers	0.1692%	73,444	80,054	0.002199
49-9061	Camera and Photographic Equipment Repairers	0.0005%	43,447	47,357	0.000007
49-9062	Medical Equipment Repairers	0.0148%	64,059	69,824	0.000192
49-9069	Precision Instrument and Equipment Repairers, All Other	0.0026%	71,071	77,467	0.000034
49-9071	Maintenance and Repair Workers, General	1.2622%	53,841	58,687	0.016405
49-9081	Wind Turbine Service Technicians	0.0003%	71,736	78,192	0.000003
49-9091	Coin, Vending, and Amusement Machine Servicers and Repairers	0.0003%	54,489	59,393	0.000003
49-9092	Commercial Divers	0.0040%	130,262	141,986	0.000051
49-9094	Locksmiths and Safe Repairers	0.0292%	58,496	63,761	0.000380
49-9096	Riggers	0.0032%	107,709	117,403	0.000041
49-9098	Helpers--Installation, Maintenance, and Repair Workers	0.0148%	42,808	46,661	0.000192
49-9099	Installation, Maintenance, and Repair Workers, All Other	0.0833%	50,813	55,386	0.001082
51-1011	First-Line Supervisors of Production and Operating Workers	0.1768%	81,165	88,470	0.002298
51-2011	Aircraft Structure, Surfaces, Rigging, and Systems Assemblers	0.0092%	61,155	66,659	0.000120
51-2021	Coil Winders, Tapers, and Finishers	0.0148%	40,698	44,361	0.000192
51-2031	Engine and Other Machine Assemblers	0.0100%	51,131	55,733	0.000130
51-2041	Structural Metal Fabricators and Fitters	0.0095%	53,554	58,374	0.000123
51-2051	Fiberglass Laminators and Fabricators	0.0005%	49,552	54,012	0.000007
51-3011	Bakers	0.0126%	39,753	43,331	0.000164
51-3021	Butchers and Meat Cutters	0.0003%	40,875	44,554	0.000003
51-3022	Meat, Poultry, and Fish Cutters and Trimmers	0.0003%	36,914	40,236	0.000003
51-3091	Food and Tobacco Roasting, Baking, and Drying Machine Operators and T	0.0018%	41,900	45,671	0.000024
51-3092	Food Batchmakers	0.0261%	40,028	43,631	0.000339
51-3093	Food Cooking Machine Operators and Tenders	0.0032%	41,519	45,256	0.000041

Table 2.6: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
51-3099	Food Processing Workers, All Other	0.0129%	$ 38,450	$ 41,911	0.000168
51-4021	Extruding and Drawing Machine Setters, Operators, and Tenders, Metal ar	0.0105%	43,729	47,665	0.000137
51-4022	Forging Machine Setters, Operators, and Tenders, Metal and Plastic	0.0013%	53,236	58,027	0.000017
51-4023	Rolling Machine Setters, Operators, and Tenders, Metal and Plastic	0.0011%	50,456	54,997	0.000014
51-4031	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, M	0.0264%	46,604	50,798	0.000342
51-4032	Drilling and Boring Machine Tool Setters, Operators, and Tenders, Metal a	0.0018%	54,835	59,770	0.000024
51-4033	Grinding, Lapping, Polishing, and Buffing Machine Tool Setters, Operators,	0.0116%	44,451	48,452	0.000151
51-4034	Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal ar	0.0032%	52,221	56,921	0.000041
51-4035	Milling and Planing Machine Setters, Operators, and Tenders, Metal and P	0.0024%	52,545	57,274	0.000031
51-4041	Machinists	0.1181%	55,640	60,648	0.001534
51-4051	Metal-Refining Furnace Operators and Tenders	0.0003%	49,651	54,120	0.000003
51-4061	Model Makers, Metal and Plastic	0.0040%	84,122	91,693	0.000051
51-4071	Foundry Mold and Coremakers	0.0008%	40,755	44,423	0.000010
51-4072	Molding, Coremaking, and Casting Machine Setters, Operators, and Tende	0.0503%	44,865	48,903	0.000654
51-4081	Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic	0.0659%	46,023	50,165	0.000856
51-4111	Tool and Die Makers	0.0119%	72,503	79,028	0.000154
51-4121	Welders, Cutters, Solderers, and Brazers	0.0767%	55,766	60,785	0.000997
51-4122	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders	0.0111%	53,445	58,255	0.000144
51-4191	Heat Treating Equipment Setters, Operators, and Tenders, Metal and Plas	0.0029%	49,060	53,475	0.000038
51-4192	Layout Workers, Metal and Plastic	0.0008%	59,297	64,634	0.000010
51-4193	Plating Machine Setters, Operators, and Tenders, Metal and Plastic	0.0095%	46,420	50,598	0.000123
51-4194	Tool Grinders, Filers, and Sharpeners	0.0003%	43,337	47,237	0.000003
51-4199	Metal Workers and Plastic Workers, All Other	0.0182%	45,467	49,559	0.000236
51-5111	Prepress Technicians and Workers	0.0079%	53,338	58,138	0.000103
51-5112	Printing Press Operators	0.0711%	47,044	51,278	0.000925
51-5113	Print Binding and Finishing Workers	0.0119%	43,076	46,953	0.000154
51-6011	Laundry and Dry-Cleaning Workers	0.0327%	37,624	41,010	0.000425
51-6021	Pressers, Textile, Garment, and Related Materials	0.0003%	37,740	41,137	0.000003
51-6031	Sewing Machine Operators	0.0213%	37,049	40,383	0.000277
51-6042	Shoe Machine Operators and Tenders	0.0003%	39,397	42,943	0.000003
51-6052	Tailors, Dressmakers, and Custom Sewers	0.0008%	48,767	53,156	0.000010
51-6062	Textile Cutting Machine Setters, Operators, and Tenders	0.0021%	40,674	44,335	0.000027
51-6063	Textile Knitting and Weaving Machine Setters, Operators, and Tenders	0.0016%	37,576	40,958	0.000021
51-6064	Textile Winding, Twisting, and Drawing Out Machine Setters, Operators, a	0.0008%	35,919	39,152	0.000010
51-6092	Fabric and Apparel Patternmakers	0.0021%	64,090	69,858	0.000027
51-6093	Upholsterers	0.0026%	43,323	47,222	0.000034
51-6099	Textile, Apparel, and Furnishings Workers, All Other	0.0050%	36,484	39,768	0.000065
51-7011	Cabinetmakers and Bench Carpenters	0.0053%	47,625	51,911	0.000068
51-7021	Furniture Finishers	0.0021%	48,934	53,338	0.000027
51-7041	Sawing Machine Setters, Operators, and Tenders, Wood	0.0021%	45,489	49,583	0.000027
51-7042	Woodworking Machine Setters, Operators, and Tenders, Except Sawing	0.0024%	43,200	47,088	0.000031
51-7099	Woodworkers, All Other	0.0016%	44,354	48,346	0.000021
51-8012	Power Distributors and Dispatchers	0.0029%	107,407	117,074	0.000038
51-8013	Power Plant Operators	0.0013%	110,130	120,042	0.000017
51-8021	Stationary Engineers and Boiler Operators	0.0079%	75,726	82,541	0.000103
51-8031	Water and Wastewater Treatment Plant and System Operators	0.0047%	80,261	87,484	0.000062
51-8091	Chemical Plant and System Operators	0.0008%	93,562	101,983	0.000010
51-8092	Gas Plant Operators	0.0008%	106,258	115,821	0.000010
51-8093	Petroleum Pump System Operators, Refinery Operators, and Gaugers	0.0029%	101,658	110,807	0.000038
51-8099	Plant and System Operators, All Other	0.0008%	68,001	74,121	0.000010

Table 2.6: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
51-9011	Chemical Equipment Operators and Tenders	0.0050%	$ 51,749	$ 56,406	0.000065
51-9012	Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, O	0.0061%	60,674	66,135	0.000079
51-9021	Crushing, Grinding, and Polishing Machine Setters, Operators, and Tender	0.0040%	44,830	48,865	0.000051
51-9022	Grinding and Polishing Workers, Hand	0.0090%	39,704	43,277	0.000116
51-9023	Mixing and Blending Machine Setters, Operators, and Tenders	0.0187%	49,233	53,664	0.000243
51-9031	Cutters and Trimmers, Hand	0.0013%	36,852	40,169	0.000017
51-9032	Cutting and Slicing Machine Setters, Operators, and Tenders	0.0090%	44,604	48,618	0.000116
51-9041	Extruding, Forming, Pressing, and Compacting Machine Setters, Operator	0.0082%	46,025	50,167	0.000106
51-9051	Furnace, Kiln, Oven, Drier, and Kettle Operators and Tenders	0.0013%	40,965	44,652	0.000017
51-9061	Inspectors, Testers, Sorters, Samplers, and Weighers	0.4066%	51,663	56,313	0.005285
51-9071	Jewelers and Precious Stone and Metal Workers	0.0011%	50,935	55,519	0.000014
51-9081	Dental Laboratory Technicians	0.0896%	59,486	64,840	0.001164
51-9082	Medical Appliance Technicians	0.0264%	47,806	52,109	0.000342
51-9083	Ophthalmic Laboratory Technicians	0.0292%	54,671	59,591	0.000380
51-9111	Packaging and Filling Machine Operators and Tenders	0.1186%	42,747	46,594	0.001541
51-9123	Painting, Coating, and Decorating Workers	0.0026%	60,027	65,429	0.000034
51-9124	Coating, Painting, and Spraying Machine Setters, Operators, and Tenders	0.0229%	51,786	56,447	0.000298
51-9141	Semiconductor Processing Technicians	0.0611%	55,871	60,899	0.000795
51-9151	Photographic Process Workers and Processing Machine Operators	0.0069%	58,303	63,550	0.000089
51-9161	Computer Numerically Controlled Tool Operators	0.0514%	50,832	55,407	0.000668
51-9162	Computer Numerically Controlled Tool Programmers	0.0071%	77,583	84,565	0.000092
51-9191	Adhesive Bonding Machine Operators and Tenders	0.0008%	47,625	51,911	0.000010
51-9192	Cleaning, Washing, and Metal Pickling Equipment Operators and Tenders	0.0032%	39,751	43,329	0.000041
51-9193	Cooling and Freezing Equipment Operators and Tenders	0.0003%	44,231	48,212	0.000003
51-9194	Etchers and Engravers	0.0016%	41,793	45,554	0.000021
51-9195	Molders, Shapers, and Casters, Except Metal and Plastic	0.0063%	49,373	53,817	0.000082
51-9196	Paper Goods Machine Setters, Operators, and Tenders	0.0079%	48,177	52,513	0.000103
51-9197	Tire Builders	0.0011%	46,729	50,935	0.000014
51-9198	Helpers--Production Workers	0.1199%	39,645	43,213	0.001558
51-9199	Production Workers, All Other	0.2348%	44,759	48,787	0.003052
53-2011	Airline Pilots, Copilots, and Flight Engineers	0.0008%	265,534	289,432	0.000010
53-2012	Commercial Pilots	0.0132%	182,127	198,518	0.000171
53-3011	Ambulance Drivers and Attendants, Except Emergency Medical Technicia	0.0011%	42,464	46,286	0.000014
53-3031	Driver/Sales Workers	0.0348%	43,859	47,806	0.000452
53-3032	Heavy and Tractor-Trailer Truck Drivers	0.1689%	57,119	62,260	0.002195
53-3033	Light Truck Drivers	0.1275%	50,085	54,593	0.001658
53-3051	Bus Drivers, School	0.0008%	52,308	57,016	0.000010
53-3052	Bus Drivers, Transit and Intercity	0.0011%	58,876	64,175	0.000014
53-3053	Shuttle Drivers and Chauffeurs	0.0308%	39,821	43,405	0.000401
53-3054	Taxi Drivers	0.0011%	37,617	41,003	0.000014
53-5021	Captains, Mates, and Pilots of Water Vessels	0.0003%	112,687	122,829	0.000003
53-6021	Parking Attendants	0.0190%	36,462	39,744	0.000247
53-6031	Automotive and Watercraft Service Attendants	0.0013%	39,444	42,994	0.000017
53-6041	Traffic Technicians	0.0021%	75,217	81,987	0.000027
53-6051	Transportation Inspectors	0.0042%	74,510	81,216	0.000055
53-6099	Transportation Workers, All Other	0.0040%	47,685	51,977	0.000051
53-7011	Conveyor Operators and Tenders	0.0024%	39,653	43,222	0.000031
53-7021	Crane and Tower Operators	0.0018%	60,796	66,268	0.000024
53-7051	Industrial Truck and Tractor Operators	0.2374%	46,880	51,099	0.003086
53-7061	Cleaners of Vehicles and Equipment	0.0495%	$ 37,344	$ 40,705	0.000644
53-7062	Laborers and Freight, Stock, and Material Movers, Hand	1.7557%	40,772	44,441	0.022820
53-7063	Machine Feeders and Offbearers	0.0171%	42,594	46,427	0.000223
53-7064	Packers and Packagers, Hand	0.3939%	37,178	40,524	0.005120
53-7065	Stockers and Order Fillers	0.3323%	39,762	43,341	0.004319
53-7081	Refuse and Recyclable Material Collectors	0.0008%	56,557	61,647	0.000010
53-7121	Tank Car, Truck, and Ship Loaders	0.0003%	58,391	63,646	0.000003
53-7199	Material Moving Workers, All Other	0.0024%	38,707	42,191	0.000031

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

Table 2.7: Occupation Mix and Averages for Industrial Prototype

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
11-1011	Chief Executives	0.2139%	$ 280,501	$ 305,746	0.000989
11-1021	General and Operations Managers	2.7728%	151,214	164,823	0.012824
11-2011	Advertising and Promotions Managers	0.0361%	183,247	199,739	0.000167
11-2021	Marketing Managers	0.3957%	180,776	197,046	0.001830
11-2022	Sales Managers	0.4401%	136,088	148,336	0.002036
11-2032	Public Relations Managers	0.0571%	162,457	177,078	0.000264
11-2033	Fundraising Managers	0.0062%	129,385	141,030	0.000029
11-3012	Administrative Services Managers	0.2145%	119,387	130,132	0.000992
11-3013	Facilities Managers	0.0718%	113,662	123,892	0.000332
11-3021	Computer and Information Systems Managers	0.7446%	188,483	205,446	0.003444
11-3031	Financial Managers	0.9248%	183,127	199,608	0.004277
11-3051	Industrial Production Managers	0.2281%	123,723	134,858	0.001055
11-3061	Purchasing Managers	0.0734%	150,490	164,034	0.000340
11-3071	Transportation, Storage, and Distribution Managers	0.0664%	112,254	122,357	0.000307
11-3111	Compensation and Benefits Managers	0.0204%	147,230	160,481	0.000094
11-3121	Human Resources Managers	0.2021%	164,589	179,402	0.000935
11-3131	Training and Development Managers	0.0389%	158,257	172,500	0.000180
11-9013	Farmers, Ranchers, and Other Agricultural Managers	0.0014%	102,189	111,386	0.000006
11-9021	Construction Managers	0.5236%	127,553	139,033	0.002421
11-9031	Education and Childcare Administrators, Preschool and Daycare	0.0014%	69,752	76,030	0.000006
11-9032	Education Administrators, Kindergarten through Secondary	0.0012%	132,519	144,446	0.000006
11-9033	Education Administrators, Postsecondary	0.0002%	127,890	139,400	0.000001
11-9039	Education Administrators, All Other	0.0030%	133,828	145,873	0.000014
11-9041	Architectural and Engineering Managers	0.2642%	180,021	196,223	0.001222
11-9051	Food Service Managers	0.0465%	67,185	73,232	0.000215
11-9072	Entertainment and Recreation Managers, Except Gambling	0.0004%	80,522	87,769	0.000002
11-9081	Lodging Managers	0.0042%	81,757	89,115	0.000019
11-9111	Medical and Health Services Managers	0.3304%	139,586	152,149	0.001528
11-9121	Natural Sciences Managers	0.0966%	173,436	189,045	0.000447
11-9141	Property, Real Estate, and Community Association Managers	0.4372%	74,927	81,670	0.002022
11-9151	Social and Community Service Managers	0.0313%	89,270	97,304	0.000145
11-9161	Emergency Management Directors	0.0006%	128,759	140,347	0.000003
11-9179	Personal Service Managers, All Other	0.0004%	49,475	53,928	0.000002
11-9199	Managers, All Other	0.4920%	155,024	168,976	0.002276
13-1031	Claims Adjusters, Examiners, and Investigators	0.4741%	82,272	89,676	0.002192
13-1032	Insurance Appraisers, Auto Damage	0.0253%	80,925	88,208	0.000117
13-1041	Compliance Officers	0.2716%	87,905	95,816	0.001256
13-1051	Cost Estimators	0.3198%	83,339	90,840	0.001479
13-1071	Human Resources Specialists	0.8847%	81,997	89,377	0.004092
13-1075	Labor Relations Specialists	0.0100%	100,970	110,057	0.000046
13-1081	Logisticians	0.1702%	87,254	95,107	0.000787
13-1082	Project Management Specialists	1.1760%	105,556	115,056	0.005439
13-1111	Management Analysts	1.0756%	109,066	118,882	0.004975
13-1121	Meeting, Convention, and Event Planners	0.0676%	66,405	72,381	0.000313
13-1131	Fundraisers	0.0219%	75,358	82,140	0.000102
13-1141	Compensation, Benefits, and Job Analysis Specialists	0.1085%	82,832	90,287	0.000502
13-1151	Training and Development Specialists	0.3160%	74,121	80,792	0.001462
13-1161	Market Research Analysts and Marketing Specialists	1.0196%	79,888	87,078	0.004715
13-1199	Business Operations Specialists, All Other	0.8703%	82,866	90,324	0.004025
13-2011	Accountants and Auditors	1.7903%	95,584	104,187	0.008280
13-2031	Budget Analysts	0.0267%	106,736	116,342	0.000124
13-2041	Credit Analysts	0.1185%	94,245	102,727	0.000548
13-2051	Financial and Investment Analysts	0.3454%	106,835	116,450	0.001597
13-2052	Personal Financial Advisors	0.1395%	121,667	132,617	0.000645
13-2053	Insurance Underwriters	0.2382%	97,427	106,195	0.001102
13-2054	Financial Risk Specialists	0.0820%	120,096	130,905	0.000379
13-2061	Financial Examiners	0.0774%	99,666	108,636	0.000358
13-2071	Credit Counselors	0.0271%	62,820	68,474	0.000125
13-2072	Loan Officers	0.6281%	88,358	96,310	0.002905
13-2082	Tax Preparers	0.1712%	56,572	61,663	0.000792
13-2099	Financial Specialists, All Other	0.1125%	94,903	103,444	0.000520
15-1211	Computer Systems Analysts	0.7726%	123,792	134,933	0.003573
15-1212	Information Security Analysts	0.2731%	133,300	145,297	0.001263
15-1221	Computer and Information Research Scientists	0.0373%	223,790	243,931	0.000173
15-1231	Computer Network Support Specialists	0.2404%	83,211	90,700	0.001112

Table 2.7: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
15-1232	Computer User Support Specialists	0.8823%	$ 73,708	$ 80,342	0.004080
15-1241	Computer Network Architects	0.2785%	127,846	139,352	0.001288
15-1242	Database Administrators	0.1111%	114,037	124,300	0.000514
15-1243	Database Architects	0.0848%	139,003	151,513	0.000392
15-1244	Network and Computer Systems Administrators	0.4262%	100,233	109,254	0.001971
15-1251	Computer Programmers	0.2426%	114,328	124,618	0.001122
15-1252	Software Developers	2.3656%	157,736	171,932	0.010940
15-1253	Software Quality Assurance Analysts and Testers	0.3402%	118,021	128,643	0.001573
15-1254	Web Developers	0.1205%	99,395	108,341	0.000557
15-1255	Web and Digital Interface Designers	0.1269%	131,829	143,694	0.000587
15-1299	Computer Occupations, All Other	0.4427%	109,908	119,800	0.002048
15-2011	Actuaries	0.0501%	131,466	143,298	0.000232
15-2021	Mathematicians	0.0004%	145,830	158,955	0.000002
15-2031	Operations Research Analysts	0.1445%	102,116	111,306	0.000668
15-2041	Statisticians	0.0337%	119,550	130,310	0.000156
15-2051	Data Scientists	0.1752%	121,720	132,675	0.000810
15-2099	Mathematical Science Occupations, All Other	0.0036%	87,972	95,889	0.000017
17-1011	Architects, Except Landscape and Naval	0.1947%	106,871	116,489	0.000901
17-1012	Landscape Architects	0.0301%	104,304	113,691	0.000139
17-1021	Cartographers and Photogrammetrists	0.0114%	96,313	104,981	0.000053
17-1022	Surveyors	0.0798%	101,104	110,203	0.000369
17-2011	Aerospace Engineers	0.0517%	159,598	173,962	0.000239
17-2021	Agricultural Engineers	0.0006%	156,119	170,170	0.000003
17-2031	Bioengineers and Biomedical Engineers	0.0245%	105,103	114,562	0.000113
17-2041	Chemical Engineers	0.0235%	127,933	139,447	0.000109
17-2051	Civil Engineers	0.4386%	118,247	128,889	0.002028
17-2061	Computer Hardware Engineers	0.1127%	160,090	174,498	0.000521
17-2071	Electrical Engineers	0.2396%	138,679	151,160	0.001108
17-2072	Electronics Engineers, Except Computer	0.1453%	137,415	149,782	0.000672
17-2081	Environmental Engineers	0.0499%	113,124	123,305	0.000231
17-2111	Health and Safety Engineers, Except Mining Safety Engineers and Inspec	0.0255%	130,268	141,992	0.000118
17-2112	Industrial Engineers	0.3757%	117,491	128,065	0.001738
17-2121	Marine Engineers and Naval Architects	0.0044%	183,394	199,899	0.000020
17-2131	Materials Engineers	0.0219%	114,266	124,550	0.000102
17-2141	Mechanical Engineers	0.3973%	120,914	131,796	0.001837
17-2151	Mining and Geological Engineers, Including Mining Safety Engineers	0.0070%	137,191	149,538	0.000032
17-2161	Nuclear Engineers	0.0066%	138,652	151,131	0.000030
17-2171	Petroleum Engineers	0.0168%	148,716	162,100	0.000078
17-2199	Engineers, All Other	0.1664%	129,025	140,637	0.000770
17-3011	Architectural and Civil Drafters	0.1862%	71,926	78,399	0.000861
17-3012	Electrical and Electronics Drafters	0.0311%	74,715	81,439	0.000144
17-3013	Mechanical Drafters	0.0810%	75,873	82,702	0.000375
17-3019	Drafters, All Other	0.0237%	66,346	72,317	0.000110
17-3021	Aerospace Engineering and Operations Technologists and Technicians	0.0100%	91,888	100,158	0.000046
17-3022	Civil Engineering Technologists and Technicians	0.0634%	86,675	94,476	0.000293
17-3023	Electrical and Electronic Engineering Technologists and Technicians	0.1205%	77,974	84,992	0.000557
17-3024	Electro-Mechanical and Mechatronics Technologists and Technicians	0.0148%	73,892	80,542	0.000068
17-3025	Environmental Engineering Technologists and Technicians	0.0150%	80,289	87,515	0.000069
17-3026	Industrial Engineering Technologists and Technicians	0.0844%	93,904	102,355	0.000390
17-3027	Mechanical Engineering Technologists and Technicians	0.0541%	76,629	83,526	0.000250
17-3028	Calibration Technologists and Technicians	0.0092%	64,323	70,112	0.000042
17-3029	Engineering Technologists and Technicians, Except Drafters, All Other	0.0816%	75,397	82,183	0.000377
19-1011	Animal Scientists	0.0020%	157,988	172,207	0.000009
19-1012	Food Scientists and Technologists	0.0213%	90,511	98,657	0.000099
19-1021	Biochemists and Biophysicists	0.0597%	114,123	124,394	0.000276
19-1022	Microbiologists	0.0271%	95,555	104,155	0.000125
19-1023	Zoologists and Wildlife Biologists	0.0044%	86,748	94,555	0.000020
19-1029	Biological Scientists, All Other	0.0441%	107,399	117,065	0.000204
19-1031	Conservation Scientists	0.0016%	77,280	84,235	0.000007
19-1032	Foresters	0.0016%	88,129	96,061	0.000007
19-1041	Epidemiologists	0.0016%	98,223	107,063	0.000007
19-1042	Medical Scientists, Except Epidemiologists	0.1277%	120,283	131,108	0.000591
19-1099	Life Scientists, All Other	0.0064%	160,423	174,861	0.000030
19-2011	Astronomers	0.0018%	150,957	164,543	0.000008

Table 2.7: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
19-2012	Physicists	0.0227%	$ 160,904	$ 175,385	0.000105
19-2021	Atmospheric and Space Scientists	0.0090%	91,822	100,086	0.000042
19-2031	Chemists	0.1075%	91,347	99,568	0.000497
19-2032	Materials Scientists	0.0096%	89,418	97,466	0.000044
19-2041	Environmental Scientists and Specialists, Including Health	0.0656%	106,233	115,794	0.000304
19-2042	Geoscientists, Except Hydrologists and Geographers	0.0291%	102,943	112,208	0.000135
19-2043	Hydrologists	0.0046%	128,746	140,333	0.000021
19-2099	Physical Scientists, All Other	0.0092%	172,958	188,524	0.000042
19-3011	Economists	0.0108%	154,090	167,958	0.000050
19-3022	Survey Researchers	0.0124%	80,892	88,172	0.000057
19-3032	Industrial-Organizational Psychologists	0.0002%	136,427	148,705	0.000001
19-3033	Clinical and Counseling Psychologists	0.0718%	128,741	140,328	0.000332
19-3034	School Psychologists	0.0022%	97,500	106,275	0.000010
19-3039	Psychologists, All Other	0.0048%	107,944	117,659	0.000022
19-3041	Sociologists	0.0026%	112,110	122,200	0.000012
19-3051	Urban and Regional Planners	0.0110%	106,828	116,443	0.000051
19-3091	Anthropologists and Archeologists	0.0084%	71,953	78,429	0.000039
19-3092	Geographers	0.0002%	85,315	92,993	0.000001
19-3093	Historians	0.0014%	92,002	100,282	0.000006
19-3094	Political Scientists	0.0018%	129,638	141,305	0.000008
19-3099	Social Scientists and Related Workers, All Other	0.0110%	101,069	110,165	0.000051
19-4012	Agricultural Technicians	0.0104%	50,928	55,512	0.000048
19-4013	Food Science Technicians	0.0172%	55,410	60,397	0.000079
19-4021	Biological Technicians	0.0812%	65,671	71,581	0.000376
19-4031	Chemical Technicians	0.0708%	55,720	60,735	0.000328
19-4042	Environmental Science and Protection Technicians, Including Health	0.0397%	59,282	64,617	0.000184
19-4043	Geological Technicians, Except Hydrologic Technicians	0.0118%	73,029	79,602	0.000054
19-4044	Hydrologic Technicians	0.0008%	101,118	110,219	0.000004
19-4051	Nuclear Technicians	0.0010%	78,194	85,231	0.000005
19-4061	Social Science Research Assistants	0.0188%	62,276	67,881	0.000087
19-4071	Forest and Conservation Technicians	0.0016%	51,049	55,643	0.000007
19-4092	Forensic Science Technicians	0.0020%	108,677	118,458	0.000009
19-4099	Life, Physical, and Social Science Technicians, All Other	0.0609%	60,367	65,800	0.000281
19-5011	Occupational Health and Safety Specialists	0.0980%	77,849	84,855	0.000453
19-5012	Occupational Health and Safety Technicians	0.0233%	76,578	83,470	0.000108
21-1012	Educational, Guidance, and Career Counselors and Advisors	0.0088%	80,412	87,649	0.000041
21-1013	Marriage and Family Therapists	0.0483%	67,729	73,825	0.000223
21-1015	Rehabilitation Counselors	0.0134%	43,664	47,594	0.000062
21-1019	Counselors, All Other	0.0200%	44,071	48,037	0.000092
21-1021	Child, Family, and School Social Workers	0.0337%	72,598	79,132	0.000156
21-1022	Healthcare Social Workers	0.0786%	87,786	95,687	0.000364
21-1023	Mental Health and Substance Abuse Social Workers	0.0768%	86,593	94,386	0.000355
21-1029	Social Workers, All Other	0.0052%	68,440	74,600	0.000024
21-1091	Health Education Specialists	0.0285%	76,348	83,219	0.000132
21-1092	Probation Officers and Correctional Treatment Specialists	0.0018%	101,768	110,927	0.000008
21-1093	Social and Human Service Assistants	0.0926%	52,071	56,757	0.000428
21-1094	Community Health Workers	0.0383%	53,192	57,979	0.000177
21-1099	Community and Social Service Specialists, All Other	0.0162%	52,142	56,835	0.000075
21-2011	Clergy	0.0016%	85,104	92,763	0.000007
21-2099	Religious Workers, All Other	0.0002%	56,205	61,263	0.000001
23-1011	Lawyers	1.0222%	207,685	226,377	0.004727
23-2011	Paralegals and Legal Assistants	0.5844%	78,685	85,767	0.002703
23-2093	Title Examiners, Abstractors, and Searchers	0.0980%	72,296	78,803	0.000453
23-2099	Legal Support Workers, All Other	0.0355%	74,497	81,202	0.000164
25-1042	Biological Science Teachers, Postsecondary	0.0004%	112,781	122,931	0.000002
25-1052	Chemistry Teachers, Postsecondary	0.0002%	109,927	119,820	0.000001
25-1072	Nursing Instructors and Teachers, Postsecondary	0.0002%	104,170	113,545	0.000001
25-1194	Career/Technical Education Teachers, Postsecondary	0.0010%	88,354	96,306	0.000005
25-2011	Preschool Teachers, Except Special Education	0.0048%	51,821	56,485	0.000022
25-2012	Kindergarten Teachers, Except Special Education	0.0002%	97,225	105,975	0.000001
25-2021	Elementary School Teachers, Except Special Education	0.0008%	96,801	105,513	0.000004
25-2031	Secondary School Teachers, Except Special and Career/Technical Educa	0.0018%	93,354	101,756	0.000008
25-2051	Special Education Teachers, Preschool	0.0016%	78,516	85,582	0.000007
25-2059	Special Education Teachers, All Other	0.0020%	70,518	76,865	0.000009
25-3011	Adult Basic Education, Adult Secondary Education, and English as a Sec	0.0008%	93,587	102,010	0.000004

Table 2.7: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
25-3021	Self-Enrichment Teachers	0.0028%	$ 60,361	$ 65,793	0.000013
25-3031	Substitute Teachers, Short-Term	0.0253%	55,293	60,269	0.000117
25-3041	Tutors	0.0036%	42,968	46,835	0.000017
25-3099	Teachers and Instructors, All Other	0.0114%	89,178	97,204	0.000053
25-4011	Archivists	0.0022%	67,907	74,019	0.000010
25-4012	Curators	0.0004%	80,911	88,193	0.000002
25-4022	Librarians and Media Collections Specialists	0.0176%	85,753	93,471	0.000081
25-4031	Library Technicians	0.0104%	45,487	49,581	0.000048
25-9031	Instructional Coordinators	0.0162%	87,338	95,198	0.000075
25-9099	Educational Instruction and Library Workers, All Other	0.0010%	65,563	71,464	0.000005
27-1011	Art Directors	0.0621%	161,531	176,069	0.000287
27-1012	Craft Artists	0.0016%	113,056	123,231	0.000007
27-1013	Fine Artists, Including Painters, Sculptors, and Illustrators	0.0034%	77,052	83,987	0.000016
27-1014	Special Effects Artists and Animators	0.0229%	143,094	155,972	0.000106
27-1019	Artists and Related Workers, All Other	0.0008%	133,213	145,202	0.000004
27-1021	Commercial and Industrial Designers	0.0363%	89,348	97,389	0.000168
27-1022	Fashion Designers	0.0110%	95,475	104,068	0.000051
27-1023	Floral Designers	0.0012%	42,194	45,991	0.000006
27-1024	Graphic Designers	0.2620%	84,134	91,706	0.001212
27-1025	Interior Designers	0.0904%	78,571	85,642	0.000418
27-1026	Merchandise Displayers and Window Trimmers	0.0716%	43,984	47,943	0.000331
27-1027	Set and Exhibit Designers	0.0016%	84,348	91,939	0.000007
27-1029	Designers, All Other	0.0118%	99,401	108,347	0.000054
27-2012	Producers and Directors	0.1191%	143,535	156,453	0.000551
27-2022	Coaches and Scouts	0.0004%	70,049	76,353	0.000002
27-2041	Music Directors and Composers	0.0002%	107,512	117,188	0.000001
27-3031	Public Relations Specialists	0.2101%	83,571	91,092	0.000972
27-3041	Editors	0.1415%	124,791	136,022	0.000654
27-3042	Technical Writers	0.0738%	105,560	115,060	0.000341
27-3043	Writers and Authors	0.0583%	134,812	146,945	0.000269
27-3091	Interpreters and Translators	0.0541%	71,075	77,472	0.000250
27-3092	Court Reporters and Simultaneous Captioners	0.0070%	94,219	102,699	0.000032
27-3099	Media and Communication Workers, All Other	0.0086%	135,519	147,716	0.000040
27-4011	Audio and Video Technicians	0.0257%	88,571	96,542	0.000119
27-4014	Sound Engineering Technicians	0.0042%	90,663	98,823	0.000019
27-4015	Lighting Technicians	0.0004%	105,115	114,575	0.000002
27-4021	Photographers	0.0575%	80,006	87,207	0.000266
27-4031	Camera Operators, Television, Video, and Film	0.0156%	77,559	84,539	0.000072
27-4032	Film and Video Editors	0.0158%	87,961	95,877	0.000073
27-4099	Media and Communication Equipment Workers, All Other	0.0044%	77,037	83,970	0.000020
29-1011	Chiropractors	0.0720%	108,722	118,507	0.000333
29-1021	Dentists, General	0.2111%	114,382	124,676	0.000976
29-1022	Oral and Maxillofacial Surgeons	0.0100%	267,594	291,677	0.000046
29-1031	Dietitians and Nutritionists	0.0423%	73,224	79,814	0.000196
29-1041	Optometrists	0.0664%	118,045	128,669	0.000307
29-1051	Pharmacists	0.0523%	154,715	168,639	0.000242
29-1071	Physician Assistants	0.1748%	144,730	157,756	0.000808
29-1081	Podiatrists	0.0150%	167,475	182,548	0.000069
29-1122	Occupational Therapists	0.0868%	111,472	121,504	0.000401
29-1123	Physical Therapists	0.2201%	114,492	124,796	0.001018
29-1124	Radiation Therapists	0.0106%	131,971	143,848	0.000049
29-1125	Recreational Therapists	0.0022%	73,866	80,514	0.000010
29-1126	Respiratory Therapists	0.0170%	95,504	104,099	0.000078
29-1127	Speech-Language Pathologists	0.0852%	112,896	123,057	0.000394
29-1128	Exercise Physiologists	0.0026%	83,476	90,989	0.000012
29-1131	Veterinarians	0.1463%	139,955	152,551	0.000676
29-1141	Registered Nurses	1.0896%	130,337	142,067	0.005039
29-1151	Nurse Anesthetists	0.0573%	233,369	254,372	0.000265
29-1161	Nurse Midwives	0.0118%	185,494	202,188	0.000054
29-1171	Nurse Practitioners	0.2987%	166,401	181,377	0.001381
29-1181	Audiologists	0.0162%	103,940	113,295	0.000075
29-1212	Cardiologists	0.0299%	330,698	360,461	0.000138
29-1214	Emergency Medicine Physicians	0.0519%	222,264	242,268	0.000240
29-1215	Family Medicine Physicians	0.1600%	256,475	279,558	0.000740

Table 2.7: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
29-1216	General Internal Medicine Physicians	0.0766%	$ 229,360	$ 250,002	0.000354
29-1217	Neurologists	0.0088%	264,646	288,464	0.000041
29-1221	Pediatricians, General	0.0517%	176,011	191,852	0.000239
29-1222	Physicians, Pathologists	0.0150%	210,462	229,404	0.000069
29-1223	Psychiatrists	0.0245%	332,645	362,583	0.000113
29-1224	Radiologists	0.0475%	400,450	436,491	0.000220
29-1249	Surgeons, All Other	0.0427%	334,858	364,995	0.000197
29-1291	Acupuncturists	0.0132%	107,800	117,502	0.000061
29-1292	Dental Hygienists	0.4160%	116,030	126,473	0.001924
29-1299	Healthcare Diagnosing or Treating Practitioners, All Other	0.0088%	81,052	88,347	0.000041
29-2031	Cardiovascular Technologists and Technicians	0.0192%	85,796	93,518	0.000089
29-2032	Diagnostic Medical Sonographers	0.0619%	111,896	121,967	0.000286
29-2033	Nuclear Medicine Technologists	0.0080%	131,313	143,131	0.000037
29-2034	Radiologic Technologists and Technicians	0.1588%	90,157	98,271	0.000735
29-2035	Magnetic Resonance Imaging Technologists	0.0293%	108,469	118,231	0.000136
29-2036	Medical Dosimetrists	0.0014%	174,573	190,285	0.000006
29-2042	Emergency Medical Technicians	0.0186%	48,225	52,565	0.000086
29-2043	Paramedics	0.0108%	78,421	85,479	0.000050
29-2051	Dietetic Technicians	0.0026%	45,247	49,319	0.000012
29-2052	Pharmacy Technicians	0.0549%	53,176	57,962	0.000254
29-2053	Psychiatric Technicians	0.0421%	57,229	62,380	0.000195
29-2055	Surgical Technologists	0.0571%	71,498	77,933	0.000264
29-2056	Veterinary Technologists and Technicians	0.2259%	51,177	55,783	0.001045
29-2057	Ophthalmic Medical Technicians	0.1221%	51,664	56,314	0.000565
29-2061	Licensed Practical and Licensed Vocational Nurses	0.3035%	71,199	77,607	0.001404
29-2072	Medical Records Specialists	0.1953%	70,867	77,245	0.000903
29-2081	Opticians, Dispensing	0.0822%	57,352	62,514	0.000380
29-2091	Orthotists and Prosthetists	0.0136%	93,323	101,722	0.000063
29-2092	Hearing Aid Specialists	0.0050%	59,325	64,664	0.000023
29-2099	Health Technologists and Technicians, All Other	0.1468%	57,978	63,196	0.000679
29-9021	Health Information Technologists and Medical Registrars	0.0285%	92,265	100,569	0.000132
29-9091	Athletic Trainers	0.0142%	68,569	74,740	0.000066
29-9092	Genetic Counselors	0.0018%	115,486	125,880	0.000008
29-9093	Surgical Assistants	0.0184%	55,961	60,997	0.000085
29-9099	Healthcare Practitioners and Technical Workers, All Other	0.0277%	83,585	91,108	0.000128
31-1131	Nursing Assistants	0.1514%	44,765	48,794	0.000700
31-1132	Orderlies	0.0066%	48,387	52,742	0.000030
31-1133	Psychiatric Aides	0.0054%	49,653	54,122	0.000025
31-2011	Occupational Therapy Assistants	0.0423%	81,875	89,244	0.000196
31-2012	Occupational Therapy Aides	0.0026%	66,775	72,785	0.000012
31-2021	Physical Therapist Assistants	0.1026%	79,787	86,968	0.000474
31-2022	Physical Therapist Aides	0.0650%	40,266	43,890	0.000301
31-9011	Massage Therapists	0.0613%	70,376	76,710	0.000283
31-9091	Dental Assistants	0.6854%	45,979	50,117	0.003170
31-9092	Medical Assistants	1.1656%	46,277	50,442	0.005391
31-9093	Medical Equipment Preparers	0.0263%	57,865	63,073	0.000122
31-9094	Medical Transcriptionists	0.0804%	41,000	44,690	0.000372
31-9095	Pharmacy Aides	0.0086%	49,679	54,150	0.000040
31-9096	Veterinary Assistants and Laboratory Animal Caretakers	0.1893%	41,518	45,255	0.000876
31-9097	Phlebotomists	0.1293%	51,018	55,610	0.000598
31-9099	Healthcare Support Workers, All Other	0.0557%	53,056	57,831	0.000257
33-1011	First-Line Supervisors of Correctional Officers	0.0028%	110,822	120,796	0.000013
33-1021	First-Line Supervisors of Firefighting and Prevention Workers	0.0058%	152,353	166,065	0.000027
33-1091	First-Line Supervisors of Security Workers	0.0601%	59,332	64,672	0.000278
33-1099	First-Line Supervisors of Protective Service Workers, All Other	0.0092%	76,601	83,495	0.000042
33-2011	Firefighters	0.0373%	100,766	109,835	0.000173
33-2021	Fire Inspectors and Investigators	0.0010%	111,350	121,372	0.000005
33-3012	Correctional Officers and Jailers	0.0357%	78,462	85,524	0.000165
33-9021	Private Detectives and Investigators	0.0359%	64,469	70,271	0.000166
33-9032	Security Guards	1.4575%	39,644	43,212	0.006741
33-9091	Crossing Guards and Flaggers	0.0776%	51,413	56,040	0.000359
33-9092	Lifeguards, Ski Patrol, and Other Recreational Protective Service Workers	0.0030%	38,027	41,449	0.000014
33-9094	School Bus Monitors	0.0002%	37,418	40,786	0.000001
33-9099	Protective Service Workers, All Other	0.0257%	46,863	51,081	0.000119

Table 2.7: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
35-1011	Chefs and Head Cooks	0.0405%	$ 72,644	$ 79,182	0.000187
35-1012	First-Line Supervisors of Food Preparation and Serving Workers	0.1018%	47,337	51,597	0.000471
35-2011	Cooks, Fast Food	0.0036%	36,873	40,192	0.000017
35-2012	Cooks, Institution and Cafeteria	0.1283%	44,563	48,574	0.000593
35-2014	Cooks, Restaurant	0.0706%	41,251	44,964	0.000327
35-2015	Cooks, Short Order	0.0154%	37,783	41,183	0.000071
35-2019	Cooks, All Other	0.0094%	40,978	44,666	0.000043
35-2021	Food Preparation Workers	0.1299%	37,256	40,609	0.000601
35-3011	Bartenders	0.0802%	41,110	44,810	0.000371
35-3023	Fast Food and Counter Workers	0.2658%	35,937	39,171	0.001229
35-3031	Waiters and Waitresses	0.1189%	39,425	42,973	0.000550
35-3041	Food Servers, Nonrestaurant	0.0573%	40,472	44,114	0.000265
35-9011	Dining Room and Cafeteria Attendants and Bartender Helpers	0.0427%	36,167	39,422	0.000197
35-9021	Dishwashers	0.0613%	36,028	39,271	0.000283
35-9031	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	0.0140%	35,284	38,460	0.000065
35-9099	Food Preparation and Serving Related Workers, All Other	0.0148%	38,603	42,077	0.000068
37-1011	First-Line Supervisors of Housekeeping and Janitorial Workers	0.1443%	57,043	62,177	0.000667
37-1012	First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping	0.1636%	60,870	66,348	0.000757
37-2011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	2.2237%	41,116	44,816	0.010284
37-2012	Maids and Housekeeping Cleaners	0.3244%	40,927	44,610	0.001500
37-2019	Building Cleaning Workers, All Other	0.0249%	47,113	51,353	0.000115
37-2021	Pest Control Workers	0.1688%	49,767	54,246	0.000781
37-3011	Landscaping and Groundskeeping Workers	1.2211%	43,716	47,650	0.005647
37-3012	Pesticide Handlers, Sprayers, and Applicators, Vegetation	0.0245%	47,836	52,141	0.000113
37-3013	Tree Trimmers and Pruners	0.0738%	63,126	68,807	0.000341
37-3019	Grounds Maintenance Workers, All Other	0.0132%	47,673	51,964	0.000061
39-1014	First-Line Supervisors of Entertainment and Recreation Workers, Except (	0.0016%	52,663	57,403	0.000007
39-1022	First-Line Supervisors of Personal Service Workers	0.0058%	56,923	62,046	0.000027
39-2011	Animal Trainers	0.0008%	51,694	56,346	0.000004
39-2021	Animal Caretakers	0.0750%	39,121	42,642	0.000347
39-3031	Ushers, Lobby Attendants, and Ticket Takers	0.0126%	37,029	40,362	0.000058
39-3091	Amusement and Recreation Attendants	0.0064%	35,454	38,645	0.000030
39-3093	Locker Room, Coatroom, and Dressing Room Attendants	0.0002%	45,059	49,114	0.000001
39-5012	Hairdressers, Hairstylists, and Cosmetologists	0.0028%	49,233	53,664	0.000013
39-5091	Makeup Artists, Theatrical and Performance	0.0002%	123,018	134,090	0.000001
39-5092	Manicurists and Pedicurists	0.0002%	35,647	38,855	0.000001
39-5094	Skincare Specialists	0.0160%	56,502	61,587	0.000074
39-6011	Baggage Porters and Bellhops	0.0054%	37,709	41,103	0.000025
39-6012	Concierges	0.0257%	43,610	47,535	0.000119
39-9011	Childcare Workers	0.0162%	37,518	40,895	0.000075
39-9031	Exercise Trainers and Group Fitness Instructors	0.0132%	60,397	65,833	0.000061
39-9032	Recreation Workers	0.0120%	39,008	42,519	0.000055
39-9041	Residential Advisors	0.0086%	46,697	50,900	0.000040
39-9099	Personal Care and Service Workers, All Other	0.0024%	37,819	41,223	0.000011
41-1011	First-Line Supervisors of Retail Sales Workers	0.0686%	55,353	60,335	0.000317
41-1012	First-Line Supervisors of Non-Retail Sales Workers	0.2422%	96,262	104,926	0.001120
41-2011	Cashiers	0.1297%	35,448	38,638	0.000600
41-2021	Counter and Rental Clerks	0.2570%	43,537	47,455	0.001189
41-2022	Parts Salespersons	0.0064%	44,318	48,307	0.000030
41-2031	Retail Salespersons	0.2536%	40,773	44,443	0.001173
41-3011	Advertising Sales Agents	0.1810%	80,887	88,167	0.000837
41-3021	Insurance Sales Agents	0.8707%	88,484	96,448	0.004027
41-3031	Securities, Commodities, and Financial Services Sales Agents	0.5519%	115,910	126,342	0.002552
41-3041	Travel Agents	0.0014%	53,031	57,804	0.000006
41-3091	Sales Representatives of Services, Except Advertising, Insurance, Financi	1.3691%	82,502	89,927	0.006332
41-4011	Sales Representatives, Wholesale and Manufacturing, Technical and Scie	0.1820%	112,034	122,117	0.000842
41-4012	Sales Representatives, Wholesale and Manufacturing, Except Technical a	0.5325%	81,968	89,345	0.002463
41-9011	Demonstrators and Product Promoters	0.0491%	42,310	46,118	0.000227
41-9022	Real Estate Sales Agents	0.3360%	74,125	80,796	0.001554
41-9031	Sales Engineers	0.0716%	145,837	158,962	0.000331
41-9041	Telemarketers	0.2011%	40,550	44,200	0.000930
41-9091	Door-to-Door Sales Workers, News and Street Vendors, and Related Worl	0.0114%	45,026	49,078	0.000053
41-9099	Sales and Related Workers, All Other	0.0936%	60,492	65,936	0.000433
43-1011	First-Line Supervisors of Office and Administrative Support Workers	1.4831%	74,833	81,568	0.006859
43-2011	Switchboard Operators, Including Answering Service	0.0439%	45,703	49,816	0.000203

Table 2.7: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
43-2021	Telephone Operators	0.0024%	$ 57,088	$ 62,226	0.000011
43-3011	Bill and Account Collectors	0.3328%	55,134	60,096	0.001539
43-3021	Billing and Posting Clerks	0.6018%	51,038	55,631	0.002783
43-3031	Bookkeeping, Accounting, and Auditing Clerks	1.6187%	54,255	59,138	0.007486
43-3051	Payroll and Timekeeping Clerks	0.1698%	58,248	63,490	0.000785
43-3061	Procurement Clerks	0.0343%	52,809	57,562	0.000159
43-3071	Tellers	0.7414%	42,858	46,715	0.003429
43-3099	Financial Clerks, All Other	0.0437%	55,900	60,931	0.000202
43-4011	Brokerage Clerks	0.0249%	64,470	70,272	0.000115
43-4021	Correspondence Clerks	0.0094%	49,577	54,039	0.000043
43-4031	Court, Municipal, and License Clerks	0.0040%	59,799	65,181	0.000018
43-4041	Credit Authorizers, Checkers, and Clerks	0.0233%	52,426	57,144	0.000108
43-4051	Customer Service Representatives	3.2205%	47,006	51,237	0.014894
43-4061	Eligibility Interviewers, Government Programs	0.0048%	59,829	65,214	0.000022
43-4071	File Clerks	0.0938%	44,880	48,919	0.000434
43-4081	Hotel, Motel, and Resort Desk Clerks	0.0194%	38,057	41,482	0.000090
43-4111	Interviewers, Except Eligibility and Loan	0.1185%	49,521	53,978	0.000548
43-4121	Library Assistants, Clerical	0.0152%	48,410	52,767	0.000070
43-4131	Loan Interviewers and Clerks	0.4775%	51,730	56,386	0.002208
43-4141	New Accounts Clerks	0.0792%	49,537	53,995	0.000366
43-4151	Order Clerks	0.0513%	44,416	48,413	0.000237
43-4161	Human Resources Assistants, Except Payroll and Timekeeping	0.0912%	53,381	58,185	0.000422
43-4171	Receptionists and Information Clerks	1.2590%	40,224	43,844	0.005823
43-4181	Reservation and Transportation Ticket Agents and Travel Clerks	0.0028%	44,024	47,986	0.000013
43-4199	Information and Record Clerks, All Other	0.0483%	55,402	60,388	0.000223
43-5011	Cargo and Freight Agents	0.0066%	54,615	59,530	0.000030
43-5021	Couriers and Messengers	0.0617%	40,573	44,225	0.000285
43-5031	Public Safety Telecommunicators	0.0018%	73,934	80,588	0.000008
43-5032	Dispatchers, Except Police, Fire, and Ambulance	0.1059%	51,815	56,478	0.000490
43-5041	Meter Readers, Utilities	0.0110%	69,296	75,533	0.000051
43-5061	Production, Planning, and Expediting Clerks	0.3575%	59,533	64,891	0.001654
43-5071	Shipping, Receiving, and Inventory Clerks	0.4725%	43,724	47,659	0.002185
43-5111	Weighers, Measurers, Checkers, and Samplers, Recordkeeping	0.0301%	41,208	44,917	0.000139
43-6011	Executive Secretaries and Executive Administrative Assistants	0.4194%	77,821	84,825	0.001940
43-6012	Legal Secretaries and Administrative Assistants	0.2702%	66,949	72,974	0.001249
43-6013	Medical Secretaries and Administrative Assistants	0.8973%	48,523	52,890	0.004150
43-6014	Secretaries and Administrative Assistants, Except Legal, Medical, and Ex	1.5407%	51,901	56,572	0.007126
43-9021	Data Entry Keyers	0.1951%	41,401	45,127	0.000902
43-9022	Word Processors and Typists	0.0102%	50,626	55,182	0.000047
43-9031	Desktop Publishers	0.0090%	57,577	62,759	0.000042
43-9041	Insurance Claims and Policy Processing Clerks	0.4741%	51,017	55,609	0.002192
43-9051	Mail Clerks and Mail Machine Operators, Except Postal Service	0.0934%	42,596	46,430	0.000432
43-9061	Office Clerks, General	2.3953%	46,402	50,578	0.011078
43-9071	Office Machine Operators, Except Computer	0.0415%	45,575	49,677	0.000192
43-9081	Proofreaders and Copy Markers	0.0076%	59,680	65,051	0.000035
43-9111	Statistical Assistants	0.0050%	60,853	66,330	0.000023
43-9199	Office and Administrative Support Workers, All Other	0.0864%	49,982	54,480	0.000400
45-1011	First-Line Supervisors of Farming, Fishing, and Forestry Workers	0.0054%	76,175	83,031	0.000025
45-2011	Agricultural Inspectors	0.0046%	63,265	68,959	0.000021
45-2041	Graders and Sorters, Agricultural Products	0.0204%	37,696	41,089	0.000094
45-2091	Agricultural Equipment Operators	0.0022%	40,439	44,079	0.000010
45-2092	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	0.0375%	39,238	42,769	0.000173
45-2093	Farmworkers, Farm, Ranch, and Aquacultural Animals	0.0082%	50,747	55,314	0.000038
45-2099	Agricultural Workers, All Other	0.0018%	48,776	53,166	0.000008
45-4011	Forest and Conservation Workers	0.0004%	34,539	37,648	0.000002
45-4021	Fallers	0.0024%	91,106	99,306	0.000011
45-4022	Logging Equipment Operators	0.0110%	61,350	66,872	0.000051
45-4023	Log Graders and Scalers	0.0062%	53,167	57,952	0.000029
45-4029	Logging Workers, All Other	0.0002%	51,339	55,960	0.000001
47-1011	First-Line Supervisors of Construction Trades and Extraction Workers	1.0918%	93,411	101,818	0.005049
47-2011	Boilermakers	0.0208%	100,993	110,082	0.000096
47-2021	Brickmasons and Blockmasons	0.1044%	70,932	77,316	0.000483
47-2022	Stonemasons	0.0170%	63,468	69,180	0.000078
47-2031	Carpenters	1.2594%	69,762	76,041	0.005824
47-2041	Carpet Installers	0.0204%	51,733	56,389	0.000094
47-2042	Floor Layers, Except Carpet, Wood, and Hard Tiles	0.0293%	58,169	63,404	0.000136

Table 2.7: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
47-2043	Floor Sanders and Finishers	0.0080%	$ 64,915	$ 70,757	0.000037
47-2044	Tile and Stone Setters	0.0720%	60,408	65,845	0.000333
47-2051	Cement Masons and Concrete Finishers	0.3607%	65,437	71,326	0.001668
47-2053	Terrazzo Workers and Finishers	0.0050%	62,972	68,639	0.000023
47-2061	Construction Laborers	1.8131%	56,752	61,860	0.008385
47-2071	Paving, Surfacing, and Tamping Equipment Operators	0.0700%	71,971	78,448	0.000324
47-2072	Pile Driver Operators	0.0070%	94,732	103,258	0.000032
47-2073	Operating Engineers and Other Construction Equipment Operators	0.5493%	85,327	93,006	0.002540
47-2081	Drywall and Ceiling Tile Installers	0.1953%	68,756	74,944	0.000903
47-2082	Tapers	0.0289%	63,613	69,338	0.000134
47-2111	Electricians	1.1301%	81,597	88,941	0.005227
47-2121	Glaziers	0.0868%	69,609	75,874	0.000401
47-2131	Insulation Workers, Floor, Ceiling, and Wall	0.0577%	63,499	69,214	0.000267
47-2132	Insulation Workers, Mechanical	0.0523%	88,665	96,645	0.000242
47-2141	Painters, Construction and Maintenance	0.3763%	56,934	62,058	0.001740
47-2142	Paperhangers	0.0040%	52,609	57,344	0.000018
47-2151	Pipelayers	0.0499%	59,450	64,801	0.000231
47-2152	Plumbers, Pipefitters, and Steamfitters	0.7448%	74,116	80,786	0.003445
47-2161	Plasterers and Stucco Masons	0.0491%	63,735	69,471	0.000227
47-2171	Reinforcing Iron and Rebar Workers	0.0299%	62,580	68,212	0.000138
47-2181	Roofers	0.2582%	69,158	75,382	0.001194
47-2211	Sheet Metal Workers	0.2127%	87,928	95,842	0.000984
47-2221	Structural Iron and Steel Workers	0.1295%	66,103	72,052	0.000599
47-2231	Solar Photovoltaic Installers	0.0273%	55,471	60,463	0.000126
47-3011	Helpers--Brickmasons, Blockmasons, Stonemasons, and Tile and Marble	0.0355%	47,970	52,287	0.000164
47-3012	Helpers--Carpenters	0.0539%	52,449	57,169	0.000249
47-3013	Helpers--Electricians	0.1365%	47,212	51,461	0.000631
47-3014	Helpers--Painters, Paperhangers, Plasterers, and Stucco Masons	0.0148%	47,145	51,388	0.000068
47-3015	Helpers--Pipelayers, Plumbers, Pipefitters, and Steamfitters	0.0894%	40,600	44,254	0.000413
47-3016	Helpers--Roofers	0.0130%	47,681	51,972	0.000060
47-3019	Helpers, Construction Trades, All Other	0.0483%	45,628	49,735	0.000223
47-4011	Construction and Building Inspectors	0.1167%	94,651	103,170	0.000540
47-4021	Elevator and Escalator Installers and Repairers	0.0411%	118,577	129,249	0.000190
47-4031	Fence Erectors	0.0457%	50,655	55,214	0.000211
47-4041	Hazardous Materials Removal Workers	0.0108%	60,533	65,981	0.000050
47-4051	Highway Maintenance Workers	0.0118%	56,289	61,355	0.000054
47-4061	Rail-Track Laying and Maintenance Equipment Operators	0.0048%	74,430	81,129	0.000022
47-4071	Septic Tank Servicers and Sewer Pipe Cleaners	0.0092%	49,769	54,248	0.000042
47-5012	Rotary Drill Operators, Oil and Gas	0.0006%	73,869	80,517	0.000003
47-5013	Service Unit Operators, Oil and Gas	0.0012%	64,190	69,967	0.000006
47-5022	Excavating and Loading Machine and Dragline Operators, Surface Mining	0.0293%	75,753	82,571	0.000136
47-5023	Earth Drillers, Except Oil and Gas	0.0217%	65,006	70,857	0.000101
47-5032	Explosives Workers, Ordnance Handling Experts, and Blasters	0.0024%	69,688	75,960	0.000011
47-5041	Continuous Mining Machine Operators	0.0004%	70,959	77,345	0.000002
47-5044	Loading and Moving Machine Operators, Underground Mining	0.0002%	55,192	60,159	0.000001
47-5051	Rock Splitters, Quarry	0.0028%	59,563	64,924	0.000013
47-5071	Roustabouts, Oil and Gas	0.0054%	63,430	69,139	0.000025
47-5081	Helpers--Extraction Workers	0.0048%	55,730	60,746	0.000022
47-5099	Extraction Workers, All Other	0.0012%	55,141	60,104	0.000006
49-1011	First-Line Supervisors of Mechanics, Installers, and Repairers	0.3699%	87,345	95,206	0.001711
49-2011	Computer, Automated Teller, and Office Machine Repairers	0.0289%	51,222	55,832	0.000134
49-2021	Radio, Cellular, and Tower Equipment Installers and Repairers	0.0136%	78,849	85,945	0.000063
49-2022	Telecommunications Equipment Installers and Repairers, Except Line Inst	0.3125%	72,986	79,555	0.001445
49-2091	Avionics Technicians	0.0042%	87,443	95,313	0.000019
49-2092	Electric Motor, Power Tool, and Related Repairers	0.0022%	53,040	57,814	0.000010
49-2093	Electrical and Electronics Installers and Repairers, Transportation Equipm	0.0008%	58,206	63,445	0.000004
49-2094	Electrical and Electronics Repairers, Commercial and Industrial Equipmen	0.0321%	77,614	84,599	0.000149
49-2095	Electrical and Electronics Repairers, Powerhouse, Substation, and Relay	0.0042%	108,496	118,261	0.000019
49-2097	Audiovisual Equipment Installers and Repairers	0.0182%	54,519	59,426	0.000084
49-2098	Security and Fire Alarm Systems Installers	0.1415%	63,359	69,061	0.000654
49-3011	Aircraft Mechanics and Service Technicians	0.0146%	80,860	88,137	0.000067
49-3021	Automotive Body and Related Repairers	0.0014%	60,235	65,656	0.000006
49-3022	Automotive Glass Installers and Repairers	0.0012%	48,425	52,783	0.000006
49-3023	Automotive Service Technicians and Mechanics	0.0265%	58,808	64,101	0.000123
49-3031	Bus and Truck Mechanics and Diesel Engine Specialists	0.0660%	68,711	74,895	0.000305
49-3041	Farm Equipment Mechanics and Service Technicians	0.0032%	55,020	59,972	0.000015

Table 2.7: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
49-3042	Mobile Heavy Equipment Mechanics, Except Engines	0.0902%	$ 67,699	$ 73,792	0.000417
49-3051	Motorboat Mechanics and Service Technicians	0.0002%	60,587	66,040	0.000001
49-3052	Motorcycle Mechanics	0.0002%	65,871	71,799	0.000001
49-3053	Outdoor Power Equipment and Other Small Engine Mechanics	0.0124%	54,288	59,174	0.000057
49-3092	Recreational Vehicle Service Technicians	0.0002%	64,898	70,739	0.000001
49-3093	Tire Repairers and Changers	0.0018%	40,875	44,554	0.000008
49-9011	Mechanical Door Repairers	0.0347%	56,620	61,716	0.000161
49-9012	Control and Valve Installers and Repairers, Except Mechanical Door	0.0128%	83,644	91,172	0.000059
49-9021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	0.5906%	69,048	75,262	0.002731
49-9031	Home Appliance Repairers	0.0044%	48,012	52,333	0.000020
49-9041	Industrial Machinery Mechanics	0.2825%	69,978	76,276	0.001307
49-9043	Maintenance Workers, Machinery	0.0525%	68,306	74,454	0.000243
49-9044	Millwrights	0.0553%	64,015	69,776	0.000256
49-9051	Electrical Power-Line Installers and Repairers	0.0914%	108,930	118,734	0.000423
49-9052	Telecommunications Line Installers and Repairers	0.1917%	73,444	80,054	0.000887
49-9061	Camera and Photographic Equipment Repairers	0.0004%	43,447	47,357	0.000002
49-9062	Medical Equipment Repairers	0.0112%	64,059	69,824	0.000052
49-9063	Musical Instrument Repairers and Tuners	0.0012%	47,799	52,101	0.000006
49-9069	Precision Instrument and Equipment Repairers, All Other	0.0026%	71,071	77,467	0.000012
49-9071	Maintenance and Repair Workers, General	1.2434%	53,841	58,687	0.005751
49-9081	Wind Turbine Service Technicians	0.0050%	71,736	78,192	0.000023
49-9091	Coin, Vending, and Amusement Machine Servicers and Repairers	0.0052%	54,489	59,393	0.000024
49-9092	Commercial Divers	0.0046%	130,262	141,986	0.000021
49-9094	Locksmiths and Safe Repairers	0.0223%	58,496	63,761	0.000103
49-9096	Riggers	0.0148%	107,709	117,403	0.000068
49-9098	Helpers--Installation, Maintenance, and Repair Workers	0.0808%	42,808	46,661	0.000374
49-9099	Installation, Maintenance, and Repair Workers, All Other	0.1361%	50,813	55,386	0.000629
51-1011	First-Line Supervisors of Production and Operating Workers	0.6692%	81,165	88,470	0.003095
51-2011	Aircraft Structure, Surfaces, Rigging, and Systems Assemblers	0.0070%	61,155	66,659	0.000032
51-2021	Coil Winders, Tapers, and Finishers	0.0100%	40,698	44,361	0.000046
51-2031	Engine and Other Machine Assemblers	0.0672%	51,131	55,733	0.000311
51-2041	Structural Metal Fabricators and Fitters	0.0922%	53,554	58,374	0.000426
51-2051	Fiberglass Laminators and Fabricators	0.0054%	49,552	54,012	0.000025
51-3011	Bakers	0.1419%	39,753	43,331	0.000656
51-3021	Butchers and Meat Cutters	0.0231%	40,875	44,554	0.000107
51-3022	Meat, Poultry, and Fish Cutters and Trimmers	0.1943%	36,914	40,236	0.000899
51-3023	Slaughterers and Meat Packers	0.1590%	37,123	40,464	0.000735
51-3091	Food and Tobacco Roasting, Baking, and Drying Machine Operators and T	0.0261%	41,900	45,671	0.000121
51-3092	Food Batchmakers	0.2326%	40,028	43,631	0.001076
51-3093	Food Cooking Machine Operators and Tenders	0.0395%	41,519	45,256	0.000183
51-3099	Food Processing Workers, All Other	0.0571%	38,450	41,911	0.000264
51-4021	Extruding and Drawing Machine Setters, Operators, and Tenders, Metal ar	0.0295%	43,729	47,665	0.000137
51-4022	Forging Machine Setters, Operators, and Tenders, Metal and Plastic	0.0154%	53,236	58,027	0.000071
51-4023	Rolling Machine Setters, Operators, and Tenders, Metal and Plastic	0.0174%	50,456	54,997	0.000080
51-4031	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, M	0.2512%	46,604	50,798	0.001162
51-4032	Drilling and Boring Machine Tool Setters, Operators, and Tenders, Metal a	0.0096%	54,835	59,770	0.000044
51-4033	Grinding, Lapping, Polishing, and Buffing Machine Tool Setters, Operators	0.0798%	44,451	48,452	0.000369
51-4034	Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal a	0.0299%	52,221	56,921	0.000138
51-4035	Milling and Planing Machine Setters, Operators, and Tenders, Metal and F	0.0146%	52,545	57,274	0.000067
51-4041	Machinists	0.4852%	55,640	60,648	0.002244
51-4051	Metal-Refining Furnace Operators and Tenders	0.0038%	49,651	54,120	0.000018
51-4052	Pourers and Casters, Metal	0.0012%	41,333	45,053	0.000006
51-4061	Model Makers, Metal and Plastic	0.0054%	84,122	91,693	0.000025
51-4062	Patternmakers, Metal and Plastic	0.0012%	68,551	74,721	0.000006
51-4071	Foundry Mold and Coremakers	0.0050%	40,755	44,423	0.000023
51-4072	Molding, Coremaking, and Casting Machine Setters, Operators, and Tend	0.1057%	44,865	48,903	0.000489
51-4081	Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic	0.1752%	46,023	50,165	0.000810
51-4111	Tool and Die Makers	0.0936%	72,503	79,028	0.000433
51-4121	Welders, Cutters, Solderers, and Brazers	0.5487%	55,766	60,785	0.002538
51-4122	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders	0.0447%	53,445	58,255	0.000207
51-4191	Heat Treating Equipment Setters, Operators, and Tenders, Metal and Plas	0.0108%	49,060	53,475	0.000050
51-4192	Layout Workers, Metal and Plastic	0.0028%	59,297	64,634	0.000013
51-4193	Plating Machine Setters, Operators, and Tenders, Metal and Plastic	0.0186%	46,420	50,598	0.000086
51-4194	Tool Grinders, Filers, and Sharpeners	0.0068%	43,337	47,237	0.000031
51-4199	Metal Workers and Plastic Workers, All Other	0.0231%	45,467	49,559	0.000107
51-5111	Prepress Technicians and Workers	0.0058%	53,338	58,138	0.000027

Table 2.7: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
51-5112	Printing Press Operators	0.0652%	$ 47,044	$ 51,278	0.000302
51-5113	Print Binding and Finishing Workers	0.0090%	43,076	46,953	0.000042
51-6011	Laundry and Dry-Cleaning Workers	0.0251%	37,624	41,010	0.000116
51-6021	Pressers, Textile, Garment, and Related Materials	0.0006%	37,740	41,137	0.000003
51-6031	Sewing Machine Operators	0.1040%	37,049	40,383	0.000481
51-6042	Shoe Machine Operators and Tenders	0.0002%	39,397	42,943	0.000001
51-6051	Sewers, Hand	0.0010%	33,927	36,980	0.000005
51-6052	Tailors, Dressmakers, and Custom Sewers	0.0018%	48,767	53,156	0.000008
51-6061	Textile Bleaching and Dyeing Machine Operators and Tenders	0.0118%	37,059	40,394	0.000054
51-6062	Textile Cutting Machine Setters, Operators, and Tenders	0.0142%	40,674	44,335	0.000066
51-6063	Textile Knitting and Weaving Machine Setters, Operators, and Tenders	0.0289%	37,576	40,958	0.000134
51-6064	Textile Winding, Twisting, and Drawing Out Machine Setters, Operators, a	0.0429%	35,919	39,152	0.000198
51-6091	Extruding and Forming Machine Setters, Operators, and Tenders, Synthet	0.0164%	54,725	59,650	0.000076
51-6092	Fabric and Apparel Patternmakers	0.0020%	64,090	69,858	0.000009
51-6093	Upholsterers	0.0355%	43,323	47,222	0.000164
51-6099	Textile, Apparel, and Furnishings Workers, All Other	0.0138%	36,484	39,768	0.000064
51-7011	Cabinetmakers and Bench Carpenters	0.1730%	47,625	51,911	0.000800
51-7021	Furniture Finishers	0.0243%	48,934	53,338	0.000113
51-7041	Sawing Machine Setters, Operators, and Tenders, Wood	0.0798%	45,489	49,583	0.000369
51-7042	Woodworking Machine Setters, Operators, and Tenders, Except Sawing	0.1263%	43,200	47,088	0.000584
51-7099	Woodworkers, All Other	0.0116%	44,354	48,346	0.000054
51-8012	Power Distributors and Dispatchers	0.0022%	107,407	117,074	0.000010
51-8013	Power Plant Operators	0.0012%	110,130	120,042	0.000006
51-8021	Stationary Engineers and Boiler Operators	0.0122%	75,726	82,541	0.000056
51-8031	Water and Wastewater Treatment Plant and System Operators	0.0385%	80,261	87,484	0.000178
51-8091	Chemical Plant and System Operators	0.0072%	93,562	101,983	0.000033
51-8092	Gas Plant Operators	0.0006%	106,258	115,821	0.000003
51-8093	Petroleum Pump System Operators, Refinery Operators, and Gaugers	0.0022%	101,658	110,807	0.000010
51-8099	Plant and System Operators, All Other	0.0054%	68,001	74,121	0.000025
51-9011	Chemical Equipment Operators and Tenders	0.0874%	51,749	56,406	0.000404
51-9012	Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, C	0.0684%	60,674	66,135	0.000317
51-9021	Crushing, Grinding, and Polishing Machine Setters, Operators, and Tende	0.0275%	44,830	48,865	0.000127
51-9022	Grinding and Polishing Workers, Hand	0.0215%	39,704	43,277	0.000100
51-9023	Mixing and Blending Machine Setters, Operators, and Tenders	0.1213%	49,233	53,664	0.000561
51-9031	Cutters and Trimmers, Hand	0.0060%	36,852	40,169	0.000028
51-9032	Cutting and Slicing Machine Setters, Operators, and Tenders	0.0577%	44,604	48,618	0.000267
51-9041	Extruding, Forming, Pressing, and Compacting Machine Setters, Operator	0.0477%	46,025	50,167	0.000221
51-9051	Furnace, Kiln, Oven, Drier, and Kettle Operators and Tenders	0.0190%	40,965	44,652	0.000088
51-9061	Inspectors, Testers, Sorters, Samplers, and Weighers	0.6680%	51,663	56,313	0.003089
51-9071	Jewelers and Precious Stone and Metal Workers	0.0126%	50,935	55,519	0.000058
51-9081	Dental Laboratory Technicians	0.0678%	59,486	64,840	0.000314
51-9082	Medical Appliance Technicians	0.0200%	47,806	52,109	0.000092
51-9083	Ophthalmic Laboratory Technicians	0.0273%	54,671	59,591	0.000126
51-9111	Packaging and Filling Machine Operators and Tenders	0.5487%	42,747	46,594	0.002538
51-9123	Painting, Coating, and Decorating Workers	0.0130%	60,027	65,429	0.000060
51-9124	Coating, Painting, and Spraying Machine Setters, Operators, and Tenders	0.1193%	51,786	56,447	0.000552
51-9141	Semiconductor Processing Technicians	0.0467%	55,871	60,899	0.000216
51-9151	Photographic Process Workers and Processing Machine Operators	0.0052%	58,303	63,550	0.000024
51-9161	Computer Numerically Controlled Tool Operators	0.2416%	50,832	55,407	0.001117
51-9162	Computer Numerically Controlled Tool Programmers	0.0387%	77,583	84,565	0.000179
51-9191	Adhesive Bonding Machine Operators and Tenders	0.0068%	47,625	51,911	0.000031
51-9192	Cleaning, Washing, and Metal Pickling Equipment Operators and Tenders	0.0168%	39,751	43,329	0.000078
51-9193	Cooling and Freezing Equipment Operators and Tenders	0.0122%	44,231	48,212	0.000056
51-9194	Etchers and Engravers	0.0046%	41,793	45,554	0.000021
51-9195	Molders, Shapers, and Casters, Except Metal and Plastic	0.0621%	49,373	53,817	0.000287
51-9196	Paper Goods Machine Setters, Operators, and Tenders	0.0088%	48,177	52,513	0.000041
51-9197	Tire Builders	0.0008%	46,729	50,935	0.000004
51-9198	Helpers--Production Workers	0.2650%	39,645	43,213	0.001225
51-9199	Production Workers, All Other	0.2700%	44,759	48,787	0.001248
53-2011	Airline Pilots, Copilots, and Flight Engineers	0.0006%	265,534	289,432	0.000003
53-2012	Commercial Pilots	0.0104%	182,127	198,518	0.000048
53-3011	Ambulance Drivers and Attendants, Except Emergency Medical Technicia	0.0008%	42,464	46,286	0.000004
53-3031	Driver/Sales Workers	0.0595%	43,859	47,806	0.000275
53-3032	Heavy and Tractor-Trailer Truck Drivers	0.6862%	57,119	62,260	0.003173
53-3033	Light Truck Drivers	0.1872%	50,085	54,593	0.000866
53-3051	Bus Drivers, School	0.0006%	52,308	57,016	0.000003

Table 2.7: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Irwindale Households
53-3052	Bus Drivers, Transit and Intercity	0.0008%	$ 58,876	$ 64,175	0.000004
53-3053	Shuttle Drivers and Chauffeurs	0.0225%	39,821	43,405	0.000104
53-3054	Taxi Drivers	0.0008%	37,617	41,003	0.000004
53-5011	Sailors and Marine Oilers	0.0022%	65,587	71,490	0.000010
53-5021	Captains, Mates, and Pilots of Water Vessels	0.0028%	112,687	122,829	0.000013
53-5022	Motorboat Operators	0.0010%	65,724	71,639	0.000005
53-5031	Ship Engineers	0.0004%	135,238	147,409	0.000002
53-6011	Bridge and Lock Tenders	0.0002%	62,092	67,680	0.000001
53-6021	Parking Attendants	0.0134%	36,462	39,744	0.000062
53-6031	Automotive and Watercraft Service Attendants	0.0012%	39,444	42,994	0.000006
53-6041	Traffic Technicians	0.0018%	75,217	81,987	0.000008
53-6051	Transportation Inspectors	0.0032%	74,510	81,216	0.000015
53-6099	Transportation Workers, All Other	0.0030%	47,685	51,977	0.000014
53-7011	Conveyor Operators and Tenders	0.0088%	39,653	43,222	0.000041
53-7021	Crane and Tower Operators	0.0439%	60,796	66,268	0.000203
53-7031	Dredge Operators	0.0018%	71,770	78,229	0.000008
53-7041	Hoist and Winch Operators	0.0006%	51,468	56,100	0.000003
53-7051	Industrial Truck and Tractor Operators	0.4206%	46,880	51,099	0.001945
53-7061	Cleaners of Vehicles and Equipment	0.0896%	37,344	40,705	0.000414
53-7062	Laborers and Freight, Stock, and Material Movers, Hand	1.9198%	40,772	44,441	0.008879
53-7063	Machine Feeders and Offbearers	0.0549%	42,594	46,427	0.000254
53-7064	Packers and Packagers, Hand	0.4733%	37,178	40,524	0.002189
53-7065	Stockers and Order Fillers	0.3575%	39,762	43,341	0.001654
53-7072	Pump Operators, Except Wellhead Pumpers	0.0046%	69,546	75,805	0.000021
53-7081	Refuse and Recyclable Material Collectors	0.1279%	56,557	61,647	0.000591
53-7121	Tank Car, Truck, and Ship Loaders	0.0014%	58,391	63,646	0.000006
53-7199	Material Moving Workers, All Other	0.0080%	38,707	42,191	0.000037

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

Worker Households by Income Category

Table 2.8 summarizes the number of new employee households living in Irwindale by income category. The "Net New Irwindale Household" column in Table 2.5 through Table 2.7 is sorted by income category to identify the number of worker households employed within each prototype whose household income falls within each income category (See Table 1.1). The worker households that fall into moderate or lower median income categories drive the calculation of the commercial linkage fee for each prototype.

Table 2.8: Number of Worker Households by Income Category

	3 Person Household Income Limits	Number of Employee Households		
		Commercial	Office	Industrial
Extremely Low	34,100	-	-	-
Very Low Income	56,750	0.590	0.438	0.154
Low Income	90,850	0.122	0.317	0.144
Moderate Income	106,050	0.009	0.100	0.037
Above Moderate		0.124	0.445	0.127

Sources: Tables 1.1, 2.5, 2.6, and 2.7.

Affordability Gap

The affordability gap analysis from Table 1.11 in Chapter 2 is also used in the calculation of the commercial linkage fee. The net new Irwindale units demanded for each prototype are multiplied by the financing gap per affordable unit and summarized across all income levels to determine the total financing gap per prototype.

Table 2.9: Financing Gap per Prototype

	Extremely Low Income (up to 30% AMI)	Very Low Income (31-50% AMI)	Low Income (51-80% AMI)	Total
Financing Gap per Affordable Unit	$ 824,957	$ 766,255	$ 677,877	
Commercial Prototype				
Units Demanded	-	0.590	0.122	0.712
Total Financing Gap	$ -	$ 452,466	$ 82,432	$ 534,899
Office Prototype				
Units Demanded	-	0.438	0.317	0.755
Total Financing Gap	$ -	$ 335,905	$ 214,589	$ 550,494
Industrial Prototype				
Units Demanded	-	0.154	0.144	0.299
Total Financing Gap	$ -	$ 118,163	$ 97,849	$ 216,012

Sources: Tables 1.11 and 2.8.

Maximum Justified Commercial Linkage Fee Schedule

The affordability gap from **Table 2.9** is divided by the square footage of each prototype to determine the maximum justified commercial linkage fee per square foot for each land use category. The fee schedule is shown below in **Table 2.10.**

Table 2.10: Maximum Justified Commercial Linkage Fee Schedule

Land Use	Affordability Gap for All New Worker Households	Size of Prototype (Sq. Ft.)	Maximum Fee per Sq. Ft.
Commercial	$ 534,899	100,000	$ 5.35
Office	550,494	100,000	5.50
Industrial	216,012	100,000	2.16

Source: Table 2.9.

IRWINDALE CITY COUNCIL CHAMBERS **NOVEMBER 8, 2023**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **9:53 P.M.**

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

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

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION — A motion was made by Councilmember Breceda, seconded by Councilmember Burrola, to approve the Consent Calendar. The motion was unanimously approved; Councilmember Garcia abstaining on Item No. 26A1.

ITEM NO. 26A MINUTES — MINUTES

The following minutes were approved:

1) Regular meeting held October 25, 2023

ITEM NO. 26B WARRANTS — WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA — Dena Zepeda requested that the Council look into a letter she received regarding work at Louis Vuitton.

CARMEN ROMAN — Carmen Roman referenced the same letter and requested that the Council look into it.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 10:01 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

Successor Agency
November 2023
November 1 - 30, 2023

Number	Vendor Name	Date	Amount
WFB-5	2006 Sub Lien TA Ref Bond	11/8/2023	1,316,328.05
		Report Total:	1,316,328.05

Accounts Payable

Checks by Date - Summary by Check Number

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

Check No	Vendor No	Vendor Name	Check Date	Check Amount
100202	ROSENO	RSG Inc.	11/08/2023	240.00

Report Total (1 checks): 240.00

City Council Item #29.C.

City of IRWINDALE AGENDA REPORT

Date: December 13, 2023

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

From: Julian A. Miranda, City Manager/Executive Director

Issue: Investment Policy Review and Delegation of Investment Authority

City Manager's Recommendation:

It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority adopt Joint Resolution No. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 entitled, **"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, and RA 2023-03-038 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY."**

Administrative Action:

Submitted/Prepared by:

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney / General Counsel — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager / Executive Director — Electronically Approved

Background and Analysis:

The City Treasurer is required by the State of California Government Code Section 53646, to present to the City Council the City's Investment Policy on an annual basis or when any change is proposed to be made to the policy.

The City of Irwindale's Investment Policy was last reviewed and approved on June 5, 2023. The City Treasurer has reviewed the current Investment Policy and is recommending appropriate and necessary changes to the overall policy as shown in the legislative format of the attached Exhibit A, Draft City of Irwindale Investment Policy. The updated Investment Policy would be adopted via the proposed resolutions of the City Council, Housing Authority, Reclamation Authority, and Successor Agency.

Additionally, the proposed resolutions would renew the delegation of authority to invest or reinvest funds, or sell or exchange securities, to the City Treasurer for a one-year period pursuant to State of California Government Code Section 53607.

The Investment Policy continues to adhere to the City's objectives of safety, liquidity and yield, and continues delegating investment authority to the City Treasurer.

The Investment Policy requires that an Investment Report be presented to the City Council/Boardmembers on a quarterly basis, which shall present the status of the City's current investment portfolio. In accordance with this requirement, an Investment Report is presented to the City Council/Boardmembers on a quarterly basis.

The next Investment Report will be presented to the City Council/Boardmembers at their regularly scheduled meeting on January 24, 2024, and it will list the combined investment portfolio for the City of Irwindale, Successor Agency, Housing Authority, and Reclamation Authority as of the quarter ending December 31, 2023.

Fiscal Impact:

None.

Attachments:

1. Resolution 2023-92-3470 (Joint with SAHA RA) - Investment Policy
2. Exhibit A - Draft City of Irwindale Investment Policy

RESOLUTION NO. 2023-92-3470
RESOLUTION NO. SA 2023-93-3471
RESOLUTION NO. HA 2023-07-138
RESOLUTION NO. RA 2023-04-039

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, and RA 2023-03-038 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY

WHEREAS, Section 708 of the Charter of the City of Irwindale established the office of the City Treasurer and imposes duties upon the City Treasurer under state and local law, including the custody of all City funds; and

WHEREAS, Section 53646 of the State of California Government Code requires that the City Treasurer render annually to the City Council a statement of investment policy for consideration at a public meeting; and

WHEREAS, Government Code section 53646 also requires that any change in the investment policy shall also be reviewed and approved at a public meeting; and

WHEREAS, the City Treasurer, after review of the City of Irwindale Investment Policy ("Investment Policy"), is proposing appropriate and necessary changes to overall policy; and

WHEREAS, the Investment Policy was presented by the City Treasurer as a joint item to the City Council, and Boards of the Successor Agency, Housing Authority, and Reclamation Authority at the public meeting held on December 13, 2023; and

WHEREAS, Investment Policy Resolution Numbers 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, and RA 2023-03-038 are proposed to be repealed and replaced in their entirety with an updated Investment Policy and corresponding Resolution Numbers 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039; and

WHEREAS, pursuant to Government Code section 53607, the City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority may delegate the authority to invest or reinvest funds, or sell or exchange securities, to the City Treasurer for a one-year period. Subject to review, the delegation of authority may be renewed each year; and

WHEREAS, Resolution Numbers 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 would also renew the delegation of authority to invest or reinvest funds, or sell or exchange securities, to the City Treasurer for a one-year period; and

WHEREAS, the City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority desire to approve the City of Irwindale Investment Policy by adopting Resolution Numbers 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 respectively, and delegate investment authority to the City Treasurer.

NOW, THEREFORE, **THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD DO HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

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

SECTION 2. The City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority have reviewed and hereby approve and adopt the Investment Policy attached as Exhibit "A" and made a part hereof.

SECTION 3. Resolution Numbers 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, and RA 2023-03-038 are hereby repealed and replaced in their entirety by Resolution Numbers 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039, respectively, and the City of Irwindale Investment Policy is hereby replaced in its entirety by the adopted Investment Policy attached as Exhibit "A."

SECTION 4. The City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority hereby delegate the authority to invest the surplus funds of the City of Irwindale, Irwindale Successor Agency, Irwindale Housing Authority, and Irwindale Reclamation Authority to the City Treasurer consistent with the attached Investment Policy.

SECTION 5. If any section, subsection, sentence, clause or phrase of this Resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 6. The Chief Deputy City Clerk, Secretary to the Successor Agency, and Authority Assistant Secretaries shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2023.

_____
H. Manuel Ortiz, Mayor/Chair

ATTEST:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk/Secretary

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution Nos. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 were adopted jointly at a regular meeting of the City Council of the City of Irwindale held on December 13th, 2023, by the following vote:

AYES: Councilmembers/Agency Members/Authority Members:

NOES: Councilmembers/Agency Members/Authority Members:

ABSENT: Councilmembers/Agency Members/Authority Members:

ABSTAIN: Councilmembers/Agency Members/Authority Members:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk/Secretary

EXHIBIT A

CITY OF IRWINDALE
INVESTMENT POLICY
~~JUNE~~ DECEMBER 2023

POLICY

The investment of the funds of the City of Irwindale ("City) is directed toward the goals of safety, liquidity and yield. The State of California authority governing investments for municipal governments is set forth in the California Government Code, Sections 53601 through 53659.

The primary objective of the investment policy ("Policy") of the City is **SAFETY OF PRINCIPAL**. Investments shall be placed in securities as outlined in the authorized investments and maturity sections of this document. Effective cash flow management and resulting cash investment practices are recognized as essential to good fiscal management and control. The City monitors cash flow on a daily basis and reports results to City Council quarterly to help ensure that liquidity is never threatened. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. Portfolio management requires continual analysis and as a result the balance between the various investments and maturities may change in order to give the City the optimum combination of necessary liquidity and yield based on cash flow projections.

SCOPE

The investment policy applies to all financial assets of the City as accounted for the Annual Comprehensive Financial Report (ACFR). Policy statements outlined in this document focus on the City's pooled funds, but will also apply to all other funds under the City Treasurer's span of control unless specifically exempted by resolution. This includes funds of the City of Irwindale, as well as the Irwindale Successor Agency, Irwindale Housing Authority, and the Irwindale Reclamation Authority. Retirement, Pension and Deferred Compensation Funds are excluded from this Policy. Funds held by a fiscal agent or trustee and pledged to payment for, or security of bonds or other obligations of the City may be invested pursuant to the provisions governing the issuance of the bonds, debt or obligation of the City.

PRUDENCE

The standard to be used by investment officials shall be that of a “prudent investor” and shall be applied in the context of managing all aspects of the overall portfolio. The “prudent investor” standard is defined as: When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

The City Treasurer and other individuals assigned to manage the investment portfolio, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility and liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

OBJECTIVES

Safety of Principal

Safety of principal is the foremost objective of the City. Each investment transaction shall seek to ensure that capital losses are avoided, whether from securities default, broker-dealer default or erosion of market value. The City shall seek to preserve principal by mitigating the two types of risk, credit risk and market risk, defined below:

> Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in investment grade securities and by diversifying the investment portfolio.
>
> Market risk, defined as market value fluctuations due to overall changes in the general level of interest rates, shall be mitigated by limiting the average maturity of the City's investment portfolio to three years, the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis, thereby eliminating the need to sell securities prior to maturity and avoiding the purchase of long term securities for the sole purpose of short term speculation.

Liquidity

The City's investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). A portion of the portfolio may be placed in money market mutual funds or local government investment pools that offer same day liquidity for short-term funds. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

Yield: Return on Investments

The City's investment portfolio shall be designed with the objective of attaining a market rate of return through budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of least importance compared to the safety and liquidity objectives described above.

SOCIAL RESPONSIBILITY

Investments in corporate securities and depository institutions (including purchases of investments authorized by this policy and relationships for depository, custodial, brokerage and other financial services per this policy or otherwise) shall be made in furtherance of socially responsible goals to the extent that such investments achieve substantially equivalent safety, liquidity and yield compared to other similar investments permitted by state law. Investments are to be made that will bear in mind the responsibility of city government to its citizens. Investments that support community well-being; promote equality of rights regardless of sex, race, age, disability or sexual orientation; promote community economic development; provide a positive impact on the environment, fair workplace practices, robust corporate governance, high product integrity, and positive community involvement will be considered.

INVESTMENT MATURITY

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 5 years from the date of purchase. At no point in time, shall more than one third of the investment portfolio have a maturity date in excess of three years into the future.

Reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

AUTHORIZED BANKS AND SECURITY DEALERS

In selecting financial institutions for the deposit or investment of City funds, the Treasurer shall consider the credit-worthiness of institutions, and utilize only those depositories that are qualified public depositories as established by state law. In addition, only broker-dealers that are authorized in the state of California will be utilized. The Treasurer shall continue to monitor financial institutions' credit characteristics and financial history throughout the period in which City funds are deposited or invested.

All broker-dealers who desire to become qualified bidders for investment transactions must supply the Treasurer with the following items: audited financial statements; National Association of Securities Dealers (NASD) certification; proof of state registration; and certification of awareness of, and familiarity with Irwindale's investment policy. A competitive bid process will be used when practical to select broker-dealers.

AUTHORIZED INVESTMENTS

Purchase of investments will be made with surplus funds available. Investments will be paid for, in full, as soon as practical after the time of trade. Purchases will not be made using leverage, margin accounts, reverse repurchase agreement, or other unfunded mechanisms. No investments shall conflict with Government Code section 53601.

Eligible vehicles for the investment of funds shall be limited to:

a) The State of California Local Agency Investment Fund (LAIF).

b) Bonds issued by the City of Irwindale, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the City or by a department board, agency, or authority of the City.

c) Bonds, notes, and similar securities issued by the United States Treasury. There will be no options or like instruments purchased.

d) Bonds, notes and similar securities issued by United States government agencies. ~~There will be no options or like instruments purchased.~~

~~e) Notwithstanding the above limitations, purchase of callable bonds and notes~~

~~is permissible~~

~~f)~~e) Registered state warrants or treasury notes or bonds issued by the State of California.

~~g)~~f) Bonds, notes, warrants or other evidence of debt issued by a local agency within the State of California, including pooled investment accounts sponsored by the State of California, County Treasurers, other local agencies or Joint Powers Agencies.

~~h)~~g) Medium~~-~~-term notes (maximum maturity of~~not to exceed~~ 5 years or less) of ~~US~~ corporations organized and operating within the United States rated "A" or better by ~~Moody's or S&P~~ nationally recognized rating agency. Purchases may ~~Not~~ not exceed ~~more than~~ 30% of the portfolio.~~surplus funds can be invested in medium term notes.~~

~~i)~~h) Negotiable certificates of deposit which are fully insured by the Federal Deposit of Insurance Corporation (FDIC).

~~j)~~i) Collateralized bank deposits with a perfected security interest in accordance with the Uniform Commercial Code (UCC) or applicable federal security regulations.

~~k)~~j) Banker's acceptances, accepted by domestic banks, which are members of the Federal Reserve System and are eligible for purchase or discount by the Federal Reserve System. Must have a commercial paper rating of A1 or P1. Purchases of banker's acceptances may not exceed 180 days maturity or ~~20~~40% of the City's investment portfolio. No more than ~~10~~30% of the investment portfolio may be invested in the banker's acceptances of any one commercial bank.

~~l)~~k) Repurchase/Reverse Repurchase Agreements of any securities authorized by this Section. Investment in Repurchase Agreements may not exceed a term of one year and the market value of the securities that underlay a Repurchase Agreement shall be no less than 102% of the funds borrowed against those securities because Repurchase Agreement limitations are set forth in California Government Code 53601(j).

~~m) Medium term notes (remaining term not to exceed five years) of U. S. corporations rated "A" or better by Moody's or Standard & Poor's Corporation. Not more than 30% of the market value of the portfolio and no more than 15% of the market value of the portfolio many be invested in notes issued by one corporation.~~

~~n)~~l) Other investment instruments whose principal is guaranteed by the US government through programs such as the Temporary Liquidity Guarantee Program. Thus, corporate bonds are allowable investments if they are insured by the federal government or FDIC (TLGP).

m) Loans between the City of Irwindale funds and other City Agency funds, which include the Housing Authority, Successor Agency, and the Reclamation Authority. Any loans made shall be approved by resolution which shall describe the purpose of the inter-agency fund ~~loan, and~~loan and include a Promissory Note that stipulates all terms of the loan. The Interest for any inter-agency fund loan shall be in line with the customary interest rate of investments for similar terms as exhibited in the latest City Treasurer's Quarterly Report of Investments.

n) Commercial Paper: Short-term instruments with a maximum maturity of 270 days or less, an "A1/P1" (prime) rating or better, with fixed coupons, fixed maturity and no call provisions and meeting all of the additional conditions in either paragraph (A) or (B) below.

(A) The issuer is a general corporation organized and operating within the United States, has total assets in excess of five hundred million dollars, and has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a nationally recognized rating agency.

(B) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company; has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond, and has commercial paper that is rated "A1/P1" (prime) or better by a nationally recognized rating agency.

Purchases may not exceed 25% of the portfolio and no more than 10% of any single issuer.

~~o)~~ Money Market Funds registered under the Investment Company Act of 1940 which (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant daily net asset value per share of $1.00; (3) invest only in the securities and obligations authorized in this investment policy and (4) have a rating of at least two of the following: AAAm by S&P Global Ratings, Aaa by Moody's or AAA/V1+ by Fitch. The aggregate investment in money market funds shall not exceed 20% of the City's total portfolio.

o)

p) Supranational Organizations Securities, Limited to United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by: International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB). The stated final maturity of such security shall not exceed five (5) years from the date of purchase. Rated in the rating category of "AA" or better by a nationally recognized rating agency. Purchases may not exceed 30% of the portfolio.

INVESTMENTS HELD SEPARATELY

Investments of bond proceeds will be held separately when required by the bond indentures or when necessary to meet arbitrage regulations. If allowed by the bond indentures, or if the arbitrage regulations do not apply, investments of bond proceeds will be held as part of the pooled investments. The City's Policy does not apply to funds held in trust in the City's name in pension and other-post-retirement benefit programs.

DERIVATIVE INVESTMENTS

Derivatives are investments whose value is "derived" from a benchmark or index. That benchmark can be almost any financial measure from interest rates to commodity and stock prices. The City's investment policy shall be in compliance with California State Government Code which, effective January 1996, prohibits the purchase of inverse floaters, range notes, interest only strips or securities that could result in zero interest accrual at any point in the life of the security.

Future purchases of securities classified as derivative securities must be issued by an agency or entity authorized by this investment policy and must receive prior approval from the Governing Body.

COLLATERAL REQUIREMENTS

Collateral is required for investments in certificates of deposits, repurchase agreements and reverse repurchase agreements. In order to reduce market risk, the collateral level will be at least 102% of market value principal and accrued interest.

The only securities acceptable as collateral shall be direct obligations of, or fully guaranteed as to principal and interest by, the United States or any agency of the United States.

SAFEKEEPING OF SECURITIES

To protect against fraud or embezzlement, or losses caused by collapse of an individual securities dealer, all securities owned by the City shall be held in safekeeping by a third party bank trust department, acting as agent for the City under the terms of a custody agreement or Public Securities Association agreement (repurchase agreement collateral). All trades executed by a dealer will settle delivery vs. payment (DVP) through the City's safekeeping agent.

Securities held in custody for the City shall be independently audited on an annual basis to verify investment holdings.

All exceptions to this safekeeping policy must be approved by the City Treasurer in written form and included in monthly reporting to City Council.

PERFORMANCE EVALUATION

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

The City's investment strategy is passive. Passive investment portfolio management generally indicates that the Treasurer will purchase an instrument and hold it through to call or maturity, and then reinvest the monies. Although the City's investment strategy is passive, this will not restrict the Treasurer from evaluating when swaps are appropriate or if the sale of an instrument is prudent prior to final maturity. Given this strategy, the basis used by the Treasurer to determine whether market yields are being achieved shall be the Local Agency Investment Funds (LAIF).

DELEGATION OF AUTHORITY

The Charter of the City assigns the custody of all City funds to the City Treasurer. Pursuant to the Government Code, the City Council may delegate to the Treasurer for a one-year period the authority to invest or to reinvest all funds of the City. So long as the City Council's annual delegation of investment authority pursuant to California Government Code Section 53607 to the City Treasurer is effective, no person may engage in investment transactions unless directed by the City Treasurer, or in the absence of such effective delegation, unless directed by the City Council. In the execution of this delegated authority, the City Treasurer may establish accounts with well qualified, financially sound financial institutions and/or brokers/dealers for the purpose of

completing investment transactions in accordance with this policy. The City Treasurer shall establish procedures for the operation consistent with this investment policy. ~~The City Treasurer may authorize other Finance Department staff to initiate investment transactions.~~

ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program, or impairs their ability to make impartial investment decisions. Additionally, the City Treasurer is required to annually file applicable financial disclosures as required by the Fair Political Practices Commission.

INTERNAL CONTROL

The Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with the City's Investment Policy and for establishing internal controls that are designed to prevent losses due to fraud, negligence, and third-party misrepresentation. Accordingly, the City Treasurer shall establish procedures for the operation of the City's investment program that are consistent with the provisions of this Investment Policy.

Internal controls deemed most important shall include (but not limited to): avoidance of collusion; separation of duties and administrative controls; separating transaction authority from accounting and record keeping; custodial safekeeping; clear delegation of authority; management approval and review of investment transactions; specific limitations regarding securities losses and remedial action; written confirmation of telephone transactions; documentation of investment transactions and strategies; and monitoring of results.

REPORTING

The City Treasurer shall provide the City Council/Boardmembers quarterly investment reports which provide a clear picture of the status of the current investment portfolio. The treasurer's report shall include the type of investments, the issuers, maturity dates, par values, and the current market values of each component of the portfolio, including funds managed for the City by third party safekeeping custodians. The report will also include the source of the portfolio valuation. The report must also include a certification that the City will meet its expenditure obligations for the next six months as required by California

Government Code Section 53646(b)(3). The City Treasurer shall maintain a complete and timely record of all investment transactions.

LEGISLATIVE CHANGES

Any State of California legislative action, that further restricts allowable maturities, investment type or percentage allocations, will be incorporated into the City's Investment Policy and supersede any and all previous applicable language.

POLICY REVIEW

The Statement of Investment Policy shall be updated annually in the month of June by the City Treasurer and submitted to the City Council for review and adoption.

City Council Item #29.D.

City of IRWINDALE AGENDA REPORT

Date: December 13, 2023

To: Honorable Chair and Members of the Successor Agency Board

From: Julian A. Miranda, Executive Director

Issue: Consideration of Resolution No. SA 2023-97-3475 of the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency Approving a Recognized Obligation Payment Schedule and Administrative Budget for July 1, 2024 through June 30, 2025

City Manager's Recommendation:

It is recommended that the Successor Agency Board adopt Resolution No. SA 2023-97-3475 entitled "**A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD BEGINNING July 1, 2024 AND ENDING JUNE 30, 2025"**.

Administrative Action:

Submitted/Prepared by:

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Reviewed by:

Adrian R. Guerra, General Counsel — Electronically Approved

Kambiz Borhani, Finance Director — Electronically Approved

Approved by:

Julian A. Miranda, Executive Director — Electronically Approved

Background and Analysis:

Health and Safety Code ("HSC") Sections 34177(l) and 34177(o) require the Successor Agency to the

Irwindale Community Redevelopment Agency ("Successor Agency") to prepare and submit a Recognized Obligation Payment Schedule ("ROPS"), prior to each 12-month fiscal period, to the Oversight Board, County Auditor-Controller, State Controller's Office ("SCO"), and State Department of Finance ("DOF") for review and approval. For the ROPS period of July 1, 2024 to June 30, 2025 ("ROPS 24-25"), the statute requires that an Oversight Board-approved ROPS be submitted electronically to the DOF no later than February 1, 2024.

The ROPS provides the Successor Agency's enumeration and estimates of outstanding enforceable obligations for the upcoming 12-month ROPS period beginning July 1, 2024, and derives the amount of funds that may be available in past ROPS carryover and other cash balances for future payments.

Last and Final ROPS Option

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

1. Remaining debt includes only administrative costs and enforceable obligations with set payment schedules, such as debt service, loan agreements, and contracts;

2. All remaining obligations have been previously listed on a ROPS and approved by the DOF, pursuant to HSC section 34177 (m) or (o); and

3 The successor agency has no outstanding or unresolved litigation, except as specified in HSC section 34191.6 (a) (3).

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

ROPS 24-25 Enforceable Obligations

The ROPS 24-25 contains the same enforceable obligations listed on the last ROPS. The ROPS 24-25 line items include the following:

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

- Administrative allowance **(Line Item #13)**, which is limited to the greater of $250,000 per year, or 3 percent of Redevelopment Property Tax Trust Fund ("RPTTF") distributed in the prior fiscal year, excluding the administrative allowance and any City/former redevelopment agency loan repayments. However, the administrative allowance cannot exceed 50 percent of RPTTF distributed in the prior fiscal year, excluding the administrative allowance and any City/former redevelopment agency loan repayments. In the Successor Agency's case, the maximum allowable ROPS 24-25 administrative allowance is $250,000, which is the amount being requested. Pursuant to HSC Section 34177(j), the Successor Agency prepared a Fiscal Year 2024-25 Administrative Budget. The Administrative Budget is included as Exhibit B to the resolution.

ROPS 24-25 Cash Balance

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

The ROPS 24-25 cash balance reconciliation is based on activity in the ROPS 21-22 period. As reported on the Cash Balances tab of the ROPS 24-25 form, the Successor Agency had $2.8 million of cash as of the end of the ROPS 21-22 period that is available to be spent in the ROPS 24-25 period. The DOF will ensure that the Successor Agency's approved ROPS 24-25 distribution amount accounts for the cash that the Successor Agency already has available to be spent in the ROPS 24-25 period.

DOF Review

Upon submittal of an Oversight Board-approved ROPS, the DOF has 45 days to make its determination of the enforceable obligations, including amounts and funding sources. Within five business days of the DOF's determination, the Successor Agency may request additional review and an opportunity to meet and confer on disputed items. The DOF has up to 15 days prior to the date for property tax distribution to make its final decision. The RPTTF distribution dates for ROPS 24-25A and 24-25B are on or about June 1, 2024 and January 2, 2025, respectively.

Fiscal Impact:

Approval of the ROPS is necessary for the Successor Agency to continue making payments on indebtedness, contracts, and other enforceable obligations. Overall, the Successor Agency is requesting $8.3 million of RPTTF to fund enforceable obligations due in the ROPS 24-25 period. Residual RPTTF revenues would be apportioned by the County Auditor-Controller to affected taxing agencies based on each entity's share of the property tax levy.

By not adopting the ROPS, the Successor Agency would risk defaulting on loans and other debt agreements, and not being able to fund certain expenses and operations, which would also impact the City's General Fund. Furthermore, failure to submit a Countywide Oversight Board-approved ROPS to

the State will also result in a penalty of $10,000 per day assessed against the City (as the City, not as the Successor Agency) for each day the ROPS is late. By utilizing non-RPTTF monies to pay for ROPS 24-25 obligations, the Successor Agency will increase the amount of residual RPTTF that the City will collect from the County Auditor-Controller, which is roughly 10 percent of the total residual pool of monies.

Attachments:

1. SA Resolution No. 2023-97-3475
2. Irwindale ROPS 2024-2025
3. SA Administrative Costs

SUCCESSOR AGENCY RESOLUTION NO. 2023-97-3475

A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025

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

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

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

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

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

WHEREAS, Exhibit "A" to this resolution establishes a ROPS and administrative budget for the twelve-month fiscal period beginning July 1, 2024 and ending June 30, 2025, in a manner consistent with that prescribed by the DOF.

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

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

Section 2. Approval of ROPS and Administrative Budget. The City of Irwindale as Successor Agency hereby approves the Recognized Obligation Payment Schedule and Administrative Budget for the twelve-month fiscal period beginning July 1, 2024 and ending June 30, 2025, in substantially the form attached hereto as Exhibits A and B, as required by ABX1 26, AB 1484, and SB 107.

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

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

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. SA 2023-97-3475 was duly and regularly passed and adopted by the Successor Agency of the City of Irwindale at its regular meeting held on the 13th day of December 2023, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT “A”

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
JULY 1, 2024 – JUNE 30, 2025

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: Irwindale

County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	**$ 5,897,946**	**$ -**	**$ 5,897,946**
B Bond Proceeds	-	-	-
C Reserve Balance	5,897,946	-	5,897,946
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	**$ 270,750**	**$ 8,061,035**	**$ 8,331,785**
F RPTTF	20,750	8,061,035	8,081,785
G Administrative RPTTF	250,000	-	250,000
H Current Period Enforceable Obligations (A+E)	**$ 6,168,696**	**$ 8,061,035**	**$ 14,229,731**

Certification of Oversight Board Chairman:

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

Name Title

/s/

Signature Date

Irwindale
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$28,021,619		$14,229,731	$-	$5,897,946	$-	$20,750	$250,000	$6,168,696	$-	$-	$-	$8,061,035	$-	$8,061,035
3	2005 Taxable Housing Parity Bonds	Bonds Issued On or Before 12/31/10	08/02/2005	08/01/2026	US Bank National Association	2005 Taxable Housing Parity Bonds	Low/Mod Income	5,377,147	N	$1,687,951	-	1,591,591	-	-	-	$1,591,591	-	-	-	96,360	-	$96,360
4	2006 Tax Allocation Refunding Parity Bonds	Bonds Issued On or Before 12/31/10	07/17/2006	07/15/2026	US Bank National Association	2006 Tax Allocation Refunding Parity Bonds	Industrial Project Area	9,140,116	N	$3,670,039	-	1,810,408	-	-	-	$1,810,408	-	-	-	1,859,631	-	$1,859,631
5	2006 Subordinate Lien Tax Alloc. Ref. Bonds	Bonds Issued On or Before 12/31/10	04/05/2005	06/01/2026	US Bank National Association	2006 Subordinate Lien Tax Alloc. Ref. Bonds	Industrial Project Area	4,429,788	N	$1,476,263	-	1,398,300	-	-	-	$1,398,300	-	-	-	77,963	-	$77,963
7	Fiscal Agent Fees	Fees	08/02/2005	08/01/2026	US Bank National Association	Fees for Fiscal Agent Services	Industrial & Low/Mod Projects	60,000	N	$20,000	-	-	-	16,000	-	$16,000	-	-	-	4,000	-	$4,000
8	Bond Arbitrage Calculation	Fees	11/21/2002	08/01/2026	BLX Group, Willdan Financial Services	Fees for Bond Arbitrage Calculations	Industrial & Low/Mod Projects	11,500	N	$4,750	-	-	-	4,750	-	$4,750	-	-	-	-	-	$-
11	Reserve Obligations for Bonds	Reserves	11/21/2002	08/01/2026	US Bank National Association	Reserve Obligations for Bonds	Industrial & Low/Mod Projects	5,999,740	N	$5,999,740	-	-	-	-	-	$-	-	-	-	5,999,740	-	$5,999,740
13	Successor Agency Administrative/ Operational Costs	Admin Costs	02/01/2012	08/01/2026	City of Irwindale	Payroll & benefits for employees, legal services, financial/ staffing consulting services, and overhead costs required for Agency wind-down/ transition as detailed in Successor Agency	Industrial Project Area	750,000	N	$250,000	-	-	-	-	250,000	$250,000	-	-	-	-	-	$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 24-25 Total**	**ROPS 24-25A (Jul - Dec)**					**24-25A Total**	**ROPS 24-25B (Jan - Jun)**					**24-25B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
						Administrative Budget																
32	2014 Tax Allocation Refunding Parity Bonds	Bonds Issued After 12/ 31/10	05/08/ 2014	07/15/2025	US Bank National Association	Bonds issued to fund non-housing projects	Industrial Project Area	1,643,225	N	$821,075	-	808,925	-	-	-	$808,925	-	-	-	12,150	-	$12,150
33	2014 Taxable Housing Tax Allocation Refunding Parity Bonds	Bonds Issued After 12/ 31/10	05/08/ 2014	08/01/2025	US Bank National Association	Bonds issued to fund housing projects	Low/Mod Income	598,103	N	$295,913	-	288,722	-	-	-	$288,722	-	-	-	7,191	-	$7,191
34	Continuing Disclosure Costs	Fees	08/02/ 2005	08/01/2026	Willdan Financial Services	Continuing Disclosures for Bonds	Industrial&Low/ Mod	12,000	N	$4,000	-	-	-	-	-	$-	-	-	-	4,000	-	$4,000

Irwindale
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

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

A	B	C	D	E	F	G	H
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/21)** RPTTF amount should exclude "A" period distribution amount.	3,454,187		5,705,349	15,725,719	20,722	
2	**Revenue/Income (Actual 06/30/22)** RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller	181,603			104,741		
3	**Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)**	178,613		5,640,921	2,586,908	13,600	
4	**Retention of Available Cash Balance (Actual 06/30/22)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,457,177		64,428	10,479,928	6,624	
5	**ROPS 21-22 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required			498	
6	**Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$-**	**$2,763,624**	**$-**	

Irwindale
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
3	
4	
5	
7	
8	
11	
13	
32	
33	
34	

EXHIBIT B

SUCCESSOR AGENCY FISCAL YEAR 2024-25 ADMINISTRATIVE BUDGET

	Annual Budget
Administrative Staff Functions:	
Preparation of the annual Recognized Obligation Payment Schedules	
Administering approved enforceable obligation repayments of the Successor Agency	
Cash Reconciliation, Prior Period Adjustments, etc.	
Discuss ROPS issues with DOF or County	
OB Meetings - Staff meeting, preparation and discussion of reports	
SA Meetings - Staff meeting, preparation of Agenda, discussion of reports, etc.	
Correspondence with Bond Trustee, Bond Counsel, and Rating Agencies	
Procurement Process: Professional Services, etc.	
Review of related legislation (current or new)	
Discussion and Research with County	
State Controller's Office inquiries	
Accounting for Successor Agency	
Support auditors, prepare and review workpapers, respond to inquiries and findings, etc.	
Reporting Successor Agency Fiduciary Fund in ACFR	
Prepare Debt Service Schedule	
Enter Bond debt informationin DebtBook's Debt Management Module	$ 180,000.00
Operational Expenditures:	
Legal Counsel	12,500.00
Audit Services and State Reporting	10,200.00
Professional Consulting Services	12,500.00
Debt Service Software & Administration	2,300.00
Bond Counsel	5,000.00
Property Tax Consulting & Administration	12,500.00
Overhead:	
Purchase check stock, ink, printer maintenance, bank fees finance software support, computers, copiers, other software, lease of space and utilities, payroll related costs, liability insurance premiums, etc.	15,000.00
Grand Total:	**$ 250,000.00**

EXHIBIT B

SUCCESSOR AGENCY FISCAL YEAR 2024-25 ADMINISTRATIVE BUDGET

Personnel	Annual Salaries & Benefits	% Allocated	Annual Cost	Six Month Cost Admin Budget ROPS 24-25A	Six Month Cost Admin Budget ROPS 24-25B
City Manager	$ 378,816	5%	$ 18,941	$ 9,470	$ 9,470
Assistant City Manager	399,175	5%	19,959	9,979	9,979
Finance Director	275,691	10%	27,569	13,785	13,785
Finance Manager	306,863	10%	30,686	15,343	15,343
Accountant	142,491	9%	12,824	6,412	6,412
Senior Finance Analyst	207,226	5%	10,361	5,181	5,181
IT Manager	206,794	5%	10,340	5,170	5,170
Public Information Officer	269,823	5%	13,491	6,746	6,746
Management Analyst	155,854	5%	7,793	3,896	3,896
Chief Deputy City Clerk	202,147	9%	18,193	9,097	9,097
Admin. Staff	193,916	5%	9,696	4,848	4,848
Total Personnel			**$179,853**	$ 89,927	$ 89,927

Rounded up **$180,000**

IRWINDALE CITY COUNCIL CHAMBERS **NOVEMBER 8, 2023**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **10:01 P.M.**

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

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

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Theresa Olivares, Assistant Executive Director; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION A motion was made by Board Member Breceda, seconded by Board Member Burrola, to approve the Consent Calendar. The motion was unanimously approved; Board Member Garcia abstaining on Item No. 32A1.

ITEM NO. 32A
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held October 25, 2023

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

NEW BUSINESS

ITEM NO. 34A
UPDATE ON 45 YEAR COVENANT

UPDATE ON 45 YEAR COVENANT (Requested by Board Member Burrola)

EXECUTIVE DIRECTOR MIRANDA

Executive Director Miranda presented the report and made a PowerPoint presentation wherein he advised that the Community Redevelopment Law required former redevelopment agencies to ensure that all new or substantially rehabilitated housing units developed or otherwise assisted with moneys from the Low- and Moderate-Income Housing Fund remained affordable to, and occupied by, persons and families of low and moderate income for the

longest feasible time, but at least 45 years for owner-occupied units, per Health & Safety Code §33334.3(f)(1). He further discussed controlling statutes, the types of housing programs previously available through the Irwindale Housing Authority, the implementation of the 45-year restriction, and noted that the restrictions cannot be unilaterally removed by either party.

BOARD MEMBER BURROLA — Board Member Burrola thanked Executive Director Miranda for the presentation.

VICE CHAIR AMBRIZ — Responding to a question by Vice Chair Ambriz, Executive Director Miranda indicated that the regulatory agreements permit homeowners to bequeath their houses to their children, regardless of income levels, and doing so would not cause the 45-year covenant to reset.

GENERAL COUNSEL GUERRA — General Counsel Guerra agreed that such transfer is permitted.

BOARD MEMBER BRECEDA — Board Member Breceda stated his understanding that those that are bequeathed homes must meet certain income requirements, to which General Counsel Guerra advised that permitted transfers do not require the family member acquiring the property to meet income requirements. He added that this requirement would be triggered, however, should the homeowner decide to sell the property, in which case the property would need to be sold to an income-qualified buyer.

Board Member Breceda also asked about housing rehabilitation loans and their covenant periods, to which Executive Director Miranda advised that the properties that participated in this program would share the same requirements.

Board Member Breceda suggested holding community workshops to clear up misunderstandings about the housing programs' requirements.

DENA ZEPEDA — Dena Zepeda asked about permitted transfers for those homeowners that do not have children, to which General Counsel Guerra indicated that he would need to conduct research before answering the question.

CARMEN ROMAN — Carmen Roman asked whether properties could be transferred to homeowners' children before they pass away and asked whether the transfer would trigger a new 45-year covenant. She also stated that the Housing Authority should pay for home repairs since the homeowners don't own the properties outright.

FRED BARBOSA — Fred Barbosa requested the elimination of the housing programs' 45-year covenants.

LINDA MAREZ — Linda Marez espoused the benefits of the housing programs, noting that many would not be able to perform necessary repairs or even purchase homes without them. She noted that she benefitted from such programs, and thoroughly read the related paperwork before agreeing to participate. She added that past participants who purchased homes under shorter covenants ended up selling their homes and making a profit under these types of programs, which is why the state increased the covenant period to 45 years.

FRED BARBOSA — Fred Barbosa accused the city of "shorting" him on funds for house repairs.

BOARD MEMBER BRECEDA — Responding to a comment by Fred Barbosa, Board Member Breceda reiterated that the state imposed the 45-year covenants on housing programs.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 10:25 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

City Council Item #35.B.

City of IRWINDALE
AGENDA REPORT

Date: December 13, 2023

To: Honorable Chair and Members of the Housing Authority

From: Julian A. Miranda, Executive Director

Issue: Irwindale Housing Authority Annual Report for Fiscal Year (FY) 2022-2023

City Manager's Recommendation:

Receive and file the FY 2022-2023 Irwindale Housing Authority Annual Report and direct that such report be filed with the City of Irwindale City Clerk's office and the Department of Housing and Community Development.

Administrative Action:

Submitted by:

Marilyn Simpson, Community Development Director — Electronically Approved

Prepared by:

Fernando Lopez, Housing Coordinator — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, Executive Director — Electronically Approved

Background and Analysis:

FY 2022-2023 Irwindale Housing Authority Annual Report

California Health and Safety Code ("HSC") Section 34328 states that at least once each year, "an authority shall file with the clerk of the respective city or county and with the Department of Housing and Community Development a report of its activities for the preceding year." HSC Section 34328.1 states that such report ("Annual Report") be filed with the Department of Housing and Community Development ("HCD") on October 1 of each year.

The Irwindale Housing Authority ("Authority") retained the services of RSG to prepare the Authority's Annual Report for Fiscal Year 2022-2023, which was to be submitted to HCD by October 1, 2023. Additionally, a copy of the Annual Report must be filed with the City of Irwindale ("City") City Clerk. The Annual Report for the Authority (Attachment 1) covers all the activities that have occurred during FY 2022-2023, including housing unit compliance with affordability requirements, activities concerning existing debt obligations, land transactions and development.

The Annual Report must specifically document any notice of terminations issued to domestic violence victims or terminations of Section 8 vouchers held by domestic violence victims, whether the termination notices resulted in the victim vacating the premises, and any steps the Authority may have taken to assist the victim(s). The property manager for the Irwindale Las Casitas Authority-owned property reports that no notices of terminations were issued nor were Section 8 voucher victims of domestic violence terminated.

The Annual Report must include all debt obligations issued during FY 2022-2023. The Authority did not issue any bonds or enter into any finance agreements during the fiscal year. In FY 2022-2023.

All land transactions and development activities that occurred during the year must be listed, such as property purchases, rehabilitation, leases, land sales, operational changes, and establishment of special trust funds. The Authority did not purchase, rehabilitate, lease, sell, make any operational changes, or establish special trust funds in FY 2022-2023.

At least 20% of all units in housing projects assisted by the Authority must be available to lower income persons. The affordability levels of the assets overseen by the Authority are in compliance.

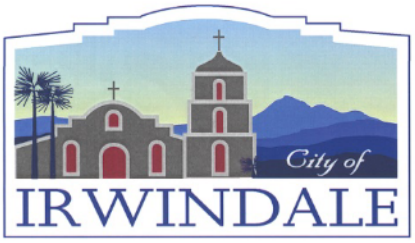
Fiscal Impact:

An independent audit of the Irwindale Housing Successor is conducted annually and will be presented upon completion of the Irwindale Housing Successor Financial Statement Report.

Attachments:

1. 1. Irwindale Housing Authority Fiscal Year 2022-2023 Annual Report

ANNUAL REPORT



IRWINDALE HOUSING AUTHORITY

Fiscal Year 2022-23

Report Date: October 2, 2023

SUMMARY

This is the Annual Report for the Irwindale Housing Authority ("Authority") required by California Health and Safety Code ("HSC") Section 34328. It describes the Authority's activities during the 2022-23 fiscal year ("FY"), including housing unit compliance with affordability requirements, activities concerning existing debt obligations, as well as land transactions and development.

An annual report must be filed with the City Clerk and sent to the California Department of Housing and Community Development ("HCD") by October 1 annually.

LEGAL AUTHORITY

Housing Authorities are distinct, autonomous, legal entities that derive their powers from State statute. It is the intent of the State legislature that housing authorities function as local entities with the primary responsibility of providing housing for very low- and low-income households. The HSC, beginning with Section 34200, provides the framework for a local housing authority through a resolution of the local governing body. In the case of the City of Irwindale ("City"), the City Council of the City of Irwindale ("City Council") resolved that the Authority should exercise its powers. The resolution adopted by the local governing body must be accompanied by a finding that either of the following is true:

1) Unsanitary or unsafe housing exists in the city, or
2) There is a shortage of safe or sanitary housing available to persons of low income.

On August 27, 1987, the City Council adopted Resolution No. 87-15-1117, confirming that the two above findings were met to establish a housing authority in accordance with the California Housing Authorities Law (HSC Section 34200, *et. seq.*).

ORGANIZATION OF THE AUTHORITY

The City Council members serve as the Board of Commissioners of the Authority, currently: Larry G. Burrola, Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia, and H. Manuel Ortiz. City Manager Julian Miranda serves as the Executive Director of the Authority.

The Authority conducts its regular meetings on the second and fourth Wednesday of each month at 6:30 p.m. at the Irwindale City Hall Council Chamber, located at 5050 North Irwindale Avenue, Irwindale, California, or at such other place that the Authority designates by resolution.

OBJECTIVES OF THE HOUSING AUTHORITY

For many Housing Authorities, the primary role is to interact with the U.S. Department of Housing and Urban Development ("HUD") on behalf of their communities. Authorities can own and operate housing developments, which alleviates the need to find prospective

owners or operators for the units created. Additionally, the Authority can acquire and assemble land for housing developments without the need to document blighting conditions.

Per the resolution creating the Authority in 1987, the Authority's objective is "to provide for suitable, safe and sanitary housing opportunities for Irwindale residents."

The housing assets administered by the Authority include those transferred from the former Irwindale Community Redevelopment Agency ("ICRA"), including beneficial interests in loans and interests under affordability covenants. The assets formerly held by the ICRA and transferred to the Authority are described in more detail in this report.

LEGISLATIVE ACTIVITY

All redevelopment agencies in the state were dissolved on February 1, 2012, as a result of Assembly Bill ("AB") x1 26. This dramatic change resulted in the complete elimination of local property tax dollars earmarked for affordable housing on an ongoing basis; no substitute funding source was or has since been provided. Thus, housing authorities have been left in a challenging position – the need for them is greater than ever, but a key funding source has been eliminated.

Under ABx1 26, the assets of a former redevelopment agency are divided into two categories. Non-housing assets were transferred to newly formed successor agencies for disposition, and housing assets were transferred to selected housing successor entities. Pursuant to Resolution No. 2012-04, on January 20, 2012, the City elected to designate the Authority as the City's housing successor as allowed by law. ABx1 26, as amended by AB 1484 and Senate Bill ("SB") 107 (together, the "Dissolution Act") indicate that the transfer includes "all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the agency, excluding any amounts in the Low and Moderate Income Housing Fund." Thus, the Successor Agency to the former ICRA ("Successor Agency") effectuated the transfer of several assets held by ICRA to the Authority, pursuant to the Dissolution Act. The asset transfers were approved by the Oversight Board to the Successor Agency ("OB") on May 16, 2013, by Resolution No. OB 2013-03-009, pursuant to HSC Sections 34177 and 34181.

The asset transfers were subject to review and approval by the California Department of Finance ("DOF"), pursuant to HSC Section 34176. As part of the review process, the Authority submitted a Housing Asset Transfer Form to the DOF on August 1, 2012. The DOF issued a letter on September 5, 2012, stating that it did not object to any of the transfers. A copy of Resolution No. OB 2013-03-009 is provided as Appendix 1. A copy of the Housing Asset Transfer Form approved by the DOF is provided as Appendix 2.

Additionally, the State legislature adopted SB 341 on October 13, 2013, to clarify the functions of successor housing entities. SB 341 and subsequent bills that clarified and

amended the language in SB 341 are codified in HSC Section 34176.1 and require successor housing entities to prepare an annual report documenting compliance with certain requirements ("Housing Successor Compliance Report" or "SB 341 Report"). Authority staff is in the process of auditing its financials and other information and will prepare its FY 2022-23 Housing Successor Compliance Report under separate cover for submission to HCD by the end of 2023. More information is contained in Appendix 3.

CONTENTS OF THE AUTHORITY'S ANNUAL REPORT

State Law establishes three main components to an annual report from a housing authority. Accordingly, this Annual Report has been developed to:

- Provide a complete report of activities during FY 2022-23, including any bond issuances, loans, or finance agreements into which the Authority entered;
- Show compliance with requirements of HSC Section 34312.3, such as the minimum amount of housing units affordable to lower income in projects assisted by the Authority with bonds, and document established base rents and/or maximum rental payments for lower income households; and
- Document any termination of tenancies or Housing Choice Voucher Program (formerly Section 8) vouchers of domestic violence victims as required by HSC Section 34328.1.

In addition, per HSC Section 34328.1, an Authority's filing of their annual report may include "recommendations for needed legislation to carry on properly a program of housing and community development in this state." Recommendations are included at the end of this report.

HOUSING AUTHORITY DEBT OBLIGATIONS

Pursuant to HSC Sections 34328 and 34328.1, the Authority must provide a complete report of its activities during the prior fiscal year, which includes bonds, financing agreements, and loans for multi-family rental housing projects.

Bonds

The Authority did not issue any bonds during FY 2022-23.

Financing Agreements

The Authority did not enter into any financing agreements during FY 2022-23.

Loans

The Authority did not enter into any loan agreements during FY 2022-23. Note that, when the Authority became the housing successor to the former ICRA, 111 loans issued to single-family homeowners by the former ICRA were transferred to the Authority. The 111 loans included 42 home subsidy loans and 69 home improvement loans. The loan transfers were approved by the DOF as part of the Housing Asset Transfer Form and are listed in Exhibit D of Appendix 2. As of August 1, 2012, when the Housing Asset List was submitted to the DOF, the outstanding loan balance was $13,172,034.90. Of the 111 loans, the latest repayment date is November 18, 2055. As of June 30, 2023, 16 loans have been paid off or forgiven since they were transferred in 2012, leaving 95 outstanding.

Any future financing for the acquisition, construction, rehabilitation, or development of housing through the issuance of bonds, construction loans, mortgage loans, and/or financing agreements will be documented and provided in future Annual Reports.

LAND TRANSACTIONS AND DEVELOPMENT

HSC Section 34312.3 requires the Annual Report to include a discussion of all prior year activities of the Authority related to the development or transaction of land for the purposes of increasing the supply of affordable housing for low- and moderate-income households. Specific activities consist of the development, rehabilitation, or financing of housing projects assisted by the Authority, conveyance of surplus lands to a developer, or the establishment of a special trust fund or account to fund housing activities.

IMD Enterprises, LLC "Mayans Project"

Since 2013, the Authority has been implementing the Disposition and Development Agreement ("DDA") with IMD Enterprises, LLC for the Mayans Project, an affordable housing project. The original DDA for the project was entered into by and between the Authority and IMD Enterprises on December 18, 2013, for the rehabilitation of 2 single-family homes and the construction of 16 new single-family homes. The first addendum to the DDA, dated October 14, 2015 ("First DDA Addendum"), added three single-family homes to the Mayans Project, which includes one newly constructed home and two rehabilitated homes. The second addendum to the DDA, dated April 11, 2018 ("Second DDA Addendum"), added one parcel to the project for the construction and rehabilitation of two additional homes. The third addendum to the DDA, dated July 11, 2018 ("Third DDA Addendum"), documented the approval of two change orders necessitated due to unforeseen circumstances. The fourth addendum to the DDA, dated September 12, 2018 ("Fourth DDA Addendum"), added three properties to the project for the construction of 11 new homes.

Pursuant to the DDA and the addendums, the Authority has sold several properties to IMD Enterprises, and IMD Enterprises has been rehabilitating and constructing units to be sold to extremely low- to moderate-income households. The Authority provides loans to the homebuyers with covenants restricting affordability at the properties for 45 years. As of the end of the FY 2022-23, 34 homes in the Mayans Project have been constructed or rehabilitated and subsequently sold to qualifying households.

Other Projects

HSC Sections 33334.16 and 34176.1(e) require housing successor agencies to initiate activities to develop affordable housing on undeveloped property transferred from the former redevelopment agency within five years from the date that the DOF approved the transfer of the housing assets. Housing successors that are out of compliance with this requirement must sell the undeveloped properties and deposit the sales proceeds in the housing successor's Low and Moderate Income Housing Asset Fund ("LMIHAF") to fund other affordable housing activities. The HSC allows for one five-year extension of the original five-year deadline.

In the Authority's case, the original five-year deadline was September 5, 2017. As of that date, the Authority owned three undeveloped properties that were transferred from the former redevelopment agency, all of which were proposed to be sold to Panattoni Development Company, Inc. ("Panattoni"). In August 2013, the Authority entered into a DDA with Panattoni (which was amended in June 2015 and again in May 2018) with the intent of selling the three Authority-owned properties (16203, 16223, and 16233 Arrow Highway) to Panattoni. Because the Arrow Highway properties were subject to a DDA between the Authority and Panattoni as of September 5, 2017, the Authority was in compliance with the five-year deadline. Nonetheless, out of an abundance of caution, the Housing Authority Board adopted

a resolution in December 2017 that extended the deadline for five years to September 5, 2022. The Authority completed the sale of the Arrow Highway properties to Panattoni on April 3, 2020 for $4,150,000. The sales proceeds were designated for affordable housing. Thus, the Authority complied with the property disposition deadline.

The Authority did not purchase or sell any property in FY 2022-23. Any future developments or land transactions will be documented and reported in subsequent Annual Reports.

HOUSING UNIT COMPLIANCE

As set forth by HSC Sections 34328 and 34328.1, housing authorities are required to:

- Show compliance with requirements of HSC Section 34312.3, such as the minimum amount of housing units affordable to lower income persons in projects assisted by the Authority, and established base rents and/or maximum rental payments for lower income households; and

- Document any termination of tenancies or Housing Choice Vouchers of victims of domestic violence as required by HSC Section 34328.1.

The following subsections provide a summary of the Authority's progress toward the requirements listed above.

Housing Affordability Requirement

Assets transferred from the ICRA to the Authority are subject to both California Community Redevelopment Law ("CRL"), codified in HSC Section 33000 *et. seq.*, and Housing Authorities Law ("HAL"), codified in HSC Section 34200 *et. seq*. The CRL and HAL have different requirements relating to housing production, expenditure limitations, adjustments for family size, affordability restriction durations, and other regulatory requirements.

Pursuant to the CRL, at least 15% of all newly constructed or substantially rehabilitated units must be affordable to very low- to moderate-income households (HSC Section 33413). Pursuant to the HAL, at least 20% of the units in housing projects assisted by the Authority, or 15% in targeted areas, must be affordable to persons of low income (HSC Section 34312.3(c)). If housing projects are financed by bonds issued by the Authority, at least 10% of the units must be available to persons of very low income.

As summarized in Table 1 on the following page, the affordability levels of the 25 Las Casitas units (pursuant to the related DDA) and the 123 active restrictive covenants comply with both the CRL and the HAL. Although the HAL discourages housing authorities from assisting moderate-income households, Authority properties with moderate-income units fulfill the requirements of the CRL. Any future development will satisfy both CRL and HAL requirements as necessary.

Affordability Levels **Table 1**
Irwindale Housing Authority

Asset	Units by Income Level									
	Extremely Low		Very Low		Low		Moderate		Total	
	#	%	#	%	#	%	#	%	#	%
Las Casitas Senior Apartment Complex	9	36%	6	24%	5	20%	5	20%	25	100%
Restrictive Covenants	4	3%	32	26%	46	37%	41	33%	123	100%
Total	13	9%	38	26%	51	34%	46	31%	148	100%

Total Moderate Income or Below	*100%*
Total Low Income or Below	*69%*
Total Very Low Income or Below	*34%*

The Authority assumed one multi-family property assisted by the former ICRA, the Las Casitas Senior Apartment Complex ("Las Casitas") located at 5164 Ayon Avenue. It includes 25 affordable units and 1 manager unit. In addition, the Authority assumed 104 restrictive covenants on single-family homes from the former ICRA. The covenants are listed in Exhibit A of Appendix 2. Since the covenants were transferred in 2012, 16 have expired, resulting in 88 remaining.

Since FY 2015-16, the Authority has established 35 new covenants. Of the 35 covenants, 34 are related to loans issued to buyers of Mayans Project units. The Authority established 3 covenants in FY 2015-16, 1 covenant in FY 2016-17, 14 covenants in FY 2017-18, 3 covenants in FY 2018-19, 6 covenants in FY 2019-20, 1 covenant in FY 2020-21, and seven 7 in FY 2021-22. The Authority did not establish any new covenants in FY 2022-23.

Base & Maximum Rents

HSC Section 34312 states that a housing authority may "prepare, carry out, acquire, lease, and operate housing projects for persons of low income." As part of this authority, HSC Section 34312.3 establishes a set of guidelines to determine base and maximum rents that can be charged for units reserved for lower income households. According to HSC Section 34312.3, rental payments for very low- and low-income households shall not exceed the amounts established by HCD. Appendix 4 details the maximum rental payments that the Authority can charge for lower income households.

Table 2 below shows the rents charged at Las Casitas; the sole affordable housing rental project overseen by the Authority.

Rental Rates **Table 2**
Irwindale Housing Authority

Property	Income Level of Household	Unit Size	# of Units	Co. Max. Rent [1]	Tenant-Paid Rent Range [2]
Las Casitas	Extremely Low	1-bed	15	$589	$189-$411
	Very Low	1-bed	6	$982	$515-$785
	Low	1-bed	1	$2,019	$997
	Moderate	1-bed	1	$2,358	$1,746

[1] *County-wide maximum allowable rent before deducting the utility allowance pursuant to HSC Section 50053.*

[2] *Aggregated by rental range to protect privacy. Monthly rent includes the utility allowance and does not include Authority subsidies. The data in the above table is current as of December 2022 (certified in June 2023). The units described above exclude one on-site manager unit and two vacant units.*

Termination of Domestic Violence Tenancies and Housing Choice Vouchers

State law requires that a housing authority annually disclose data related to domestic violence incidents in units owned or operated by the housing authority. Specifically, the data must include:

- Data on termination of tenancies and/or Housing Choice Vouchers of victims of domestic violence in housing authority units; and
- Summary of steps taken by the housing authority to address any termination of tenancies and/or Housing Choice Vouchers of victims of domestic violence.

In FY 2022-23, the Authority did not terminate any tenants who are victims of domestic violence. The Housing Authority does not currently administer Housing Choice Vouchers, so the requirements regarding Housing Choice Vouchers are not applicable.

FINANCIAL STATEMENT/BUDGET

Table 3 on the following page presents a summary of the Authority's FY 2022-23 projected versus actual revenues and expenditures by category. Actual revenues were $158,289 more than expected, and expenditures were $462,541 less than budgeted.

Statement of Revenue & Expenditures[1] **Table 3**

	Projected 2022-23	Actual 2022-23
REVENUE		
Interest Income	$ 25,000	$ 87,491
Investment-Unrealized (Gain/Loss)	-	95,598
Loan Repayments	-	200
Total Revenues	**$ 25,000**	**$ 183,289**
EXPENSES		
Contract Services:		
Agency/Authority Meeting Stipend Reimbursement	$ 7,330	$ 5,174
Mileage Reimbursement	100	-
Memberships & Subscriptions	10,250	10,140
Public Notices	1,000	-
Housing/Rental Subsidy	75,000	67,445
Operating Supplies	2,110	324
Postage	1,000	61
Fuel	600	204
Contractual Svcs-Single Fam Hg	79,500	26,217
Legal Services	168,040	30,169
Audit Services	10,590	5,217
Liability Claims	1,405	1,404
Admin/Personnel Reimbursement	251,770	-
Property Tax/Parcel Levy	9,800	9,601
Total Expenses	**$ 618,495**	**$ 155,954**

[1] Adjustments may be made as year-end accounting is finalized.
Source: City of Irwindale Finance Department

LEGISLATIVE RECOMMENDATION

As discussed earlier in this report, the Legislature abolished all redevelopment agencies in the state, effective February 1, 2012. The elimination of redevelopment agencies in the manner prescribed by the Legislature means that there is no longer a regular source of local property tax dollars earmarked for affordable housing on an ongoing basis; in addition, no substitute funding source has been provided. It is recommended that the Legislature immediately relieve cities from requirements associated with the production of affordable housing given the expression of legislative priorities that has removed funding for affordable housing from local government.

Additionally, it is recommended that the Legislature provide a regular funding source for the monitoring, implementation and administration of affordable housing at the city level. Historically, the implementation of affordable housing as well as monitoring is a labor-intensive matter; simply put, such operations do not pay for themselves. In addition to removing housing set-aside dollars from the equation, the elimination of redevelopment agencies obviously has had severe impacts upon cities, which impacts promise to be felt for decades. Accordingly, the Legislature should refrain from adding requirements for additional reporting where this would amount to an unfunded mandate.

If the Legislature intends that cities maintain existing affordable housing resources, we recommend that the Legislature enact a measure which would treat ongoing administration and maintenance of existing affordable housing units and additional affordable housing units as an enforceable obligation for purposes of ABx1 26 and AB 1484.

APPENDIX 1: OVERSIGHT BOARD RESOLUTION NO. 2013-03-009

The Oversight Board to the Successor Agency approved Resolution No. OB 2013-03-009 on May 16, 2013, which effectuated the transfer of several assets from the former ICRA to the Authority, pursuant to HSC Sections 34177 and 34181. The resolution is attached on the following pages.

OVERSIGHT BOARD RESOLUTION NO. OB 2013-03-009

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE HOUSING ASSET TRANSFER LIST PREPARED AND SUBMITTED TO, AND APPROVED BY, THE CALIFORNIA DEPARTMENT OF FINANCE PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176(a)(2), INCLUDING THE TRANSFER OF INDIVIDUAL HOUSING ASSETS CONTAINED THEREIN BY THE SUCCESSOR AGENCY TO THE IRWINDALE HOUSING AUTHORITY"

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

WHEREAS, pursuant to ABX1 26, the City Council of the City of Irwindale adopted Resolution No. 2012-09-2548 electing not to retain the housing functions and assets of the former Irwindale Community Redevelopment Agency ("ICRA") and instead selecting the Irwindale Housing Authority ("Housing Authority") to perform the housing functions of the ICRA, and transferring all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the ICRA to the Housing Authority; and

WHEREAS, pursuant to ABX1 26, an oversight board must be formed for each jurisdiction where a redevelopment agency previously existed to oversee the dissolution activities managed and administered by the Successor Agency to the ICRA ("Successor Agency"); and

WHEREAS, on June 21, 2012, the Oversight Board to the Successor Agency ("Oversight Board") received and filed a report from the Successor Agency on the transfer of housing assets by the Successor Agency to the Housing Authority, including specified real property assets; and

WHEREAS, Assembly Bill 1484 ("AB 1484") (Chapter 26, Statutes of 2012) was enacted on June 27, 2012 and made substantial changes to the redevelopment wind-down process under ABX1 26; and

WHEREAS, AB 1484 amended Section 34176 of the California Health and Safety Code ("HSC") and HSC Section 34176(a)(2) established new definitions for what qualifies as a "housing asset" and required the Successor Agency to submit to the California Department of Finance ("DOF") a housing asset transfer list ("HAT") by August 1, 2012 listing all housing assets that contains an explanation of how the assets meet the criteria specified in subdivision (e)," including "assets transferred between February 1, 2012, and the date upon which the list is created" (Exhibit "A"); and

WHEREAS, after a comprehensive review of the HAT, DOF issued a letter on September 5, 2012 approving the HAT and the individually listed housing without exception (Exhibit "B"); and

WHEREAS, while ABX1 26 and AB 1484 did not expressly require the HAT to be approved by the Oversight Board, out of an abundance of caution related to potential issues with title, the Oversight Board desires to establish a clear record of approval of the HAT.

NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

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

Section 2. **Approval of Housing Asset Transfer List and Transfer of Individual Housing Assets.** The Oversight Board hereby approves the Housing Asset Transfer list attached hereto as Exhibit "A" and the transfer of the individual housing assets contained therein by the Successor Agency to the Low and Moderate Income Housing Asset Fund of the Housing Authority.

PASSED AND ADOPTED at a special meeting of the Oversight Board of the Successor Agency to the Irwindale Community Redevelopment Agency, on the 16th day of May, 2013, by the following vote:

AYES:	Boardmembers:	Frick, Hsi, Martinez, Vice Chair Diaz
NOES:	Boardmembers:	None
ABSTAIN:	Boardmembers:	Corpis
ABSENT:	Boardmembers:	Chair Scroggins

Camille Diaz, Vice-Chair

ATTEST:

Laura Nieto, Secretary

APPENDIX 2: HOUSING ASSET LIST

The Housing Asset List, attached on the following pages, shows assets transferred from the former ICRA to the Authority. All transfers were approved by the DOF on September 5, 2012, pursuant to HSC Section 34176.

DEPARTMENT OF FINANCE
HOUSING ASSETS LIST
ASSEMBLY BILL X1 26 AND ASSEMBLY BILL 1484
(Health and Safety Code Section 34176)

Former Redevelopment Agency: Irwindale Community Redevelopment Agency

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

Entity Assuming the Housing Functions of the former Redevelopment Agency: Irwindale Housing Authority

Entity Assuming the Housing Functions Contact Name:	Theresa Olivares	Title	Housing Coordinator	Phone	(626) 430-2294	E-Mail Address	theresao@ci.irwindale.ca.us
Entity Assuming the Housing Functions Contact Name:	Eva Contreras	Title	Finance Manager	Phone	(626) 430-2221	E-Mail Address	econtreras@ci.irwindale.ca.us

All assets transferred to the entity assuming the housing functions between February 1, 2012 and the date the exhibits were created are included in this housing assets list.
The following Exhibits noted with an X in the box are included as part of this inventory of housing assets:

Exhibit A - Real Property	X
Exhibit B - Personal Property	
Exhibit C - Low-Mod Encumbrances	X
Exhibit D - Loans/Grants Receivables	X
Exhibit E - Rents/Operations	
Exhibit F - Rents	
Exhibit G - Deferrals	X

Prepared By: **Eva Contreras**

Date Prepared: **8/1/2012**

Exhibit A - Real Property

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
1	Land held for development of Low-Mod Housing	Olive Pit (APN 8415-001-906)	3,619,547.00	8,319,959	n/a	No	No	2/1/2012	3,619,547.00	N/A	N/A	08/19/2004	Own & purchased with L/Mod
2	Land held for development of Low-Mod Housing	15848 Juarez Street (APN 8417-028-907)	269,227.48	9,718	9,718	No	No	2/1/2012	269,227.48	N/A	N/A	09/03/2009	Own & purchased with L/Mod
3	Land held for development of Low-Mod Housing	16046 Peppertree Lane (APN 8417-033-955)	325,494.00	6,656	6,656	No	No	2/1/2012	325,494.00	N/A	N/A	07/23/2010	Own & purchased with L/Mod
4	Land held for development of Low-Mod Housing	4618 Nora Avenue (8417-002-007)	310,000.00	20,400	20,400	No	No	2/1/2012	310,000.00	N/A	N/A	01/27/2012	Own & purchased with L/Mod
5	Land held for development of Low-Mod Housing	16203-16233 Arrow Highway (APNs 8619-010-907, 8619-012-905, 8619-012-909)	9,270,000.00	272,564	n/a	No	No	2/1/2012	9,270,000.00	N/A	N/A	01/09/2008	Own & purchased with L/Mod
6	Restrictive Covenant	15844 Hidalgo Street	Unknown	9,183	9,183	Yes	CRL	2/1/2012	50,000.00	N/A	N/A	08/08/2003	Option to Purchase
7	Restrictive Covenant	16058 Central Street	Unknown	5,000 - 9,000	5000 - 9,000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	12/23/2005	Option to Purchase
8	Restrictive Covenant	4820 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	358,600.00	N/A	N/A	12/23/2005	Option to Purchase
9	Restrictive Covenant	4819 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	12/23/2005	Option to Purchase
10	Restrictive Covenant	4823 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	310,600.00	N/A	N/A	12/28/2005	Option to Purchase
11	Restrictive Covenant	4642 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	327,250.00	N/A	N/A	12/28/2005	Option to Purchase
12	Restrictive Covenant	4821 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,842.82	N/A	N/A	12/23/2005	Option to Purchase
13	Restrictive Covenant	4842 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	358,600.00	N/A	N/A	11/18/2010	Option to Purchase
14	Restrictive Covenant	4851 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	310,600.00	N/A	N/A	1/3/2006	Option to Purchase
15	Restrictive Covenant	4817 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	1/3/2006	Option to Purchase
16	Restrictive Covenant	5139 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/22/2006	Option to Purchase
17	Restrictive Covenant	5219 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/22/2006	Option to Purchase
18	Restrictive Covenant	5151 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/26/2006	Option to Purchase
19	Restrictive Covenant	5143 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/29/2006	Option to Purchase
20	Restrictive Covenant	2417 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/3/2007	Option to Purchase
21	Restrictive Covenant	2425 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/29/2006	Option to Purchase
22	Restrictive Covenant	15854 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/29/2006	Option to Purchase
23	Restrictive Covenant	4642 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	12/29/2006	Option to Purchase

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
24	Restrictive Covenant	2421 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/3/2007	Option to Purchase
25	Restrictive Covenant	2469 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
26	Restrictive Covenant	2437 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/9/2007	Option to Purchase
27	Restrictive Covenant	15850 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/9/2007	Option to Purchase
28	Restrictive Covenant	726 Meridian Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/2/2007	Option to Purchase
29	Restrictive Covenant	2445 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
30	Restrictive Covenant	2473 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/5/2007	Option to Purchase
31	Restrictive Covenant	2465 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/2/2007	Option to Purchase
32	Restrictive Covenant	2477 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/4/2007	Option to Purchase
33	Restrictive Covenant	2455 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/5/2007	Option to Purchase
34	Restrictive Covenant	2409 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
35	Restrictive Covenant	2405 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	1/9/2007	Option to Purchase
36	Restrictive Covenant	2413 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/3/2007	Option to Purchase
37	Restrictive Covenant	2461 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/5/2007	Option to Purchase
38	Restrictive Covenant	4638 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/2/2007	Option to Purchase
39	Restrictive Covenant	5135 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/5/2007	Option to Purchase
40	Restrictive Covenant	2430 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/24/2007	Option to Purchase
41	Restrictive Covenant	2474 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/31/2007	Option to Purchase
42	Restrictive Covenant	2410 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/26/2007	Option to Purchase
43	Restrictive Covenant	2402 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	2/5/2007	Option to Purchase
44	Restrictive Covenant	2470 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/31/2007	Option to Purchase
45	Restrictive Covenant	2442 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/31/2007	Option to Purchase
46	Restrictive Covenant	4658 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	2/6/2007	Option to Purchase
47	Restrictive Covenant	2401 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	2/26/2007	Option to Purchase

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48	Restrictive Covenant	2434 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	2/28/2007	Option to Purchase
49	Restrictive Covenant	2424 Park Rose Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,628.00	N/A	N/A	9/22/2003	Option to Purchase
50	Restrictive Covenant	15828 Juarez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,999.50	N/A	N/A	4/14/2004	Option to Purchase
51	Restrictive Covenant	2125 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,571.90	N/A	N/A	2/5/2004	Option to Purchase
52	Restrictive Covenant	15830 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	6/30/2004	Option to Purchase
53	Restrictive Covenant	16075 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	50,000.00	N/A	N/A	4/16/2004	Option to Purchase
54	Restrictive Covenant	2141 Park Rose Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	98,288.95	N/A	N/A	4/16/2004	Option to Purchase
55	Restrictive Covenant	2440 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,725.95	N/A	N/A	4/16/2004	Option to Purchase
56	Restrictive Covenant	4608 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,941.90	N/A	N/A	5/14/2004	Option to Purchase
57	Restrictive Covenant	15823 Juarez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,435.95	N/A	N/A	6/30/2004	Option to Purchase
58	Restrictive Covenant	16133 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,619.95	N/A	N/A	6/30/2004	Option to Purchase
59	Restrictive Covenant	2415 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,965.95	N/A	N/A	9/30/2004	Option to Purchase
60	Restrictive Covenant	16164 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,995.90	N/A	N/A	10/4/2004	Option to Purchase
61	Restrictive Covenant	16134 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,876.90	N/A	N/A	9/30/2004	Option to Purchase
62	Restrictive Covenant	16134 Central Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,295.95	N/A	N/A	11/24/2004	Option to Purchase
63	Restrictive Covenant	16135 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,976.90	N/A	N/A	9/30/2004	Option to Purchase
64	Restrictive Covenant	16169 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,816.90	N/A	N/A	10/4/2004	Option to Purchase
65	Restrictive Covenant	16148 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,999.95	N/A	N/A	9/30/2004	Option to Purchase
66	Restrictive Covenant	2439 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,996.90	N/A	N/A	12/14/2004	Option to Purchase
67	Restrictive Covenant	16144 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,970.95	N/A	N/A	4/29/2005	Option to Purchase
68	Restrictive Covenant	737 Shrode Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,995.90	N/A	N/A	12/14/2004	Option to Purchase
69	Restrictive Covenant	16024 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	4/29/2005	Option to Purchase
70	Restrictive Covenant	2401 Ruela Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,990.95	N/A	N/A	12/14/2004	Option to Purchase
71	Restrictive Covenant	4611 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,634.95	N/A	N/A	12/23/2004	Option to Purchase

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72	Restrictive Covenant	4617 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,661.90	N/A	N/A	12/14/2004	Option to Purchase
73	Restrictive Covenant	5113 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,011.90	N/A	N/A	12/14/2004	Option to Purchase
74	Restrictive Covenant	2412 Citrus View	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,956.90	N/A	N/A	9/20/2006	Option to Purchase
75	Restrictive Covenant	16081 Calle del Norte	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	9/20/2005	Option to Purchase
76	Restrictive Covenant	5105 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,904.90	N/A	N/A	8/16/2006	Option to Purchase
77	Restrictive Covenant	4653 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,754.90	N/A	N/A	9/12/2006	Option to Purchase
78	Restrictive Covenant	16165 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,801.90	N/A	N/A	5/3/2005	Option to Purchase
79	Restrictive Covenant	16145 Pepertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,502.23	N/A	N/A	9/16/2004	Option to Purchase
80	Restrictive Covenant	16044 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	7/10/2006	Option to Purchase
81	Restrictive Covenant	16051 Olive Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,176.90	N/A	N/A	7/10/2006	Option to Purchase
82	Restrictive Covenant	16050 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	101,587.95	N/A	N/A	7/10/06	Option to Purchase
83	Restrictive Covenant	4636 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	12/1/2004	Option to Purchase
84	Restrictive Covenant	16047 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,867.95	N/A	N/A	1/11/2005	Option to Purchase
85	Restrictive Covenant	16140 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	4/12/2005	Option to Purchase
86	Restrictive Covenant	16124 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,668.95	N/A	N/A	5/1/2007	Option to Purchase
87	Restrictive Covenant	16161 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,955.90	N/A	N/A	11/8/2006	Option to Purchase
88	Restrictive Covenant	16039 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,913.40	N/A	N/A	10/6/2006	Option to Purchase
89	Restrictive Covenant	4611 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	117,656.52	N/A	N/A	10/5/2006	Option to Purchase
90	Restrictive Covenant	4647 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	128,346.90	N/A	N/A	7/10/2006	Option to Purchase
91	Restrictive Covenant	16055 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,524.90	N/A	N/A	3/30/2005	Option to Purchase
92	Restrictive Covenant	4612 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	129,255.95	N/A	N/A	8/11/2005	Option to Purchase
93	Restrictive Covenant	4825 Calle del Sur	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	7/6/2006	Option to Purchase
94	Restrictive Covenant	16160 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	129,018.46	N/A	N/A	1/8/2007	Option to Purchase
95	Restrictive Covenant	16129 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	5/1/2007	Option to Purchase

item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
96	Restrictive Covenant	4870 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	4/26/2007	Option to Purchase
97	Restrictive Covenant	16066 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	57,698.95	N/A	N/A	4/26/2007	Option to Purchase
98	Restrictive Covenant	16109 Central Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	5/1/2007	Option to Purchase
99	Restrictive Covenant	4622 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,990.95	N/A	N/A	7/31/2007	Option to Purchase
100	Restrictive Covenant	5247 Morada Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	10/30/2006	Option to Purchase
101	Restrictive Covenant	4816 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,833.50	N/A	N/A	11/28/2006	Option to Purchase
102	Restrictive Covenant	16071 Calle del Norte	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	127,466.95	N/A	N/A	9/7/2006	Option to Purchase
103	Restrictive Covenant	16027 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,941.95	N/A	N/A	7/12/2006	Option to Purchase
104	Restrictive Covenant	4635 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,343.95	N/A	N/A	4/3/2007	Option to Purchase
105	Restrictive Covenant	16147 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	9/13/2007	Option to Purchase
106	Restrictive Covenant	4841 Calle del Sur	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,910.00	N/A	N/A	12/18/2007	Option to Purchase
107	Restrictive Covenant	16038 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	7/9/2009	Option to Purchase
108	Restrictive Covenant	16128 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	52,903.19	N/A	N/A	8/9/2009	Option to Purchase
109	Restrictive Covenant	2446 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	11/3/2009	Option to Purchase

a/ Asset types may include low-mod housing, mixed-income housing, low-mod housing with commercial space, mi

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirement

Exhibit B - Personal Property

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Description	Carrying Value of Asset	Date of transfer to Housing Successor Agency	Acquisition cost funded with Low-Mod Housing Fund monies	Acquisition costs funded with other RDA funds	Acquisition costs funded with non-RDA funds	Date of acquisition by the former RDA
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a/ Asset types any personal property provided in residences, including furniture and appliances, all housing-related files and loan documents, office supplies, software licenses, and mapping programs, that were acquired for low and moderate income housing purposes, either by purchase or through a loan, in whole or in part, with any source of funds.

Exhibit C - Low-Mod Encumbrances

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of housing built or acquired with enforceably obligated funds a/	Date contract for Enforceable Obligation was executed	Contractual counterparty	Total amount currently owed for the Enforceable Obligation	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Current owner of the property	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition of the property
1	Senior Low/Mod Rental Apartments	3/23/2011	The Northridge Group Inc.	1,334,000	Yes	California Redevelopment Law	Irwindale Housing Authority	$1,987,000	N/A	N/A	11/14/2011
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a/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit D - Loans/Grants Receivables

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
1	Loan	168,600.00	12/23/2005	For personal information about loan recipients, contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050	(b)	3.00%	118,020.00
2	Loan	358,600.00	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory	12/23/2050	(b)	3.00%	251,020.00
3	Loan	168,600.00	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050	(b)	3.00%	118,020.00
4	Loan	310,600.00	12/28/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/28/2050	(b)	3.00%	217,420.00
5	Loan	327,250.00	12/28/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/28/2050	(b)	3.00%	229,075.00
6	Loan	313,842.82	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050	(b)	3.00%	222,409.38
7	Loan	358,600.00	11/18/2010	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	11/18/2055	(b)	3.00%	251,020.00
8	Loan	310,600.00	1/3/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2051	(b)	3.00%	217,420.00
9	Loan	168,600.00	1/3/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2051	(b)	3.00%	118,020.00
10	Loan	169,000.00	12/22/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/22/2051	(b)	3.00%	126,750.00
11	Loan	169,000.00	12/22/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/22/2051	(b)	3.00%	126,750.00
12	Loan	313,000.00	12/26/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/26/2051	(b)	3.00%	234,750.00
13	Loan	169,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	126,750.00
14	Loan	313,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	234,750.00
15	Loan	313,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	234,750.00
16	Loan	313,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	234,750.00

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
17	Loan	291,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	218,250.00
18	Loan	363,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	272,250.00
19	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
20	Loan	363,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	272,250.00
21	Loan	313,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	234,750.00
22	Loan	363,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	272,250.00
23	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
24	Loan	363,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	272,250.00
25	Loan	157,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	117,750.00
26	Loan	291,000.00	1/4/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/4/2052	(b)	3.00%	218,250.00
27	Loan	363,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	272,250.00
28	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
29	Loan	169,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	126,750.00
30	Loan	337,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	252,750.00
31	Loan	313,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	234,750.00
32	Loan	291,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	218,250.00
33	Loan	313,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	234,750.00

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
34	Loan	157,000.00	1/24/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/24/2052	(b)	3.00%	117,750.00
35	Loan	313,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	234,750.00
36	Loan	337,000.00	1/26/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/26/2052	(b)	3.00%	252,750.00
37	Loan	291,000.00	2/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/5/2052	(b)	3.00%	218,250.00
38	Loan	157,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	117,750.00
39	Loan	337,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	252,750.00
40	Loan	337,000.00	2/6/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/6/2052	(b)	3.00%	269,600.00
41	Loan	291,000.00	2/26/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/26/2052	(b)	3.00%	232,800.00
42	Loan	313,000.00	2/28/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/28/2052	(b)	3.00%	250,400.00
43	Loan	25,000.00	5/31/1995	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,000.00
44	Loan	25,000.00	9/21/1995	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,000.00
45	Loan	25,960.00	2/12/1997	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,960.00
46	Loan	7,576.00	2/13/1997	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	7,576.00
47	Loan	4,440.00	6/11/1998	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	4,440.00
48	Loan	15,990.00	6/22/1998	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	15,990.00
49	Loan	42,545.00	7/13/1999	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	42,545.00
50	Loan	99,628.00	9/22/2003	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/22/2048	(b)	3.00%	64,758.20

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
51	Loan	99,999.50	4/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/14/2049	(b)	3.00%	59,999.70
52	Loan	49,571.90	2/5/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	2/5/2014	(b)	2.00%	9,914.38
53	Loan	35,000.00	4/11/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/11/2014	(b)	6.00%	10,000.00
54	Loan	100,000.00	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	60,000.00
55	Loan	50,000.00	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2014	(b)	2.00%	10,000.00
56	Loan	98,288.95	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2049	(b)	3.00%	58,973.37
57	Loan	99,725.95	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2049	(b)	3.00%	59,835.57
58	Loan	99,941.90	5/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/14/2049	(b)	3.00%	64,962.24
59	Loan	99,435.95	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	64,633.37
60	Loan	99,619.95	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	64,752.97
61	Loan	99,965.95	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,977.87
62	Loan	99,995.90	10/4/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/4/2049	(b)	3.00%	64,997.34
63	Loan	99,876.90	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,919.99
64	Loan	99,295.95	11/24/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/24/2049	(b)	3.00%	64,542.37
65	Loan	99,976.90	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,984.99
66	Loan	99,816.90	10/4/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/4/2049	(b)	3.00%	64,880.99
67	Loan	99,999.95	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,999.97

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
68	Loan	49,996.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2014	(b)	2.00%	17,498.92
69	Loan	99,970.95	4/29/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/29/2050	(b)	3.00%	64,981.12
70	Loan	99,995.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,997.34
71	Loan	100,000.00	4/29/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/29/2050	(b)	3.00%	65,000.00
72	Loan	49,990.95	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2014	(b)	2.00%	17,496.83
73	Loan	99,634.95	12/23/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/23/2049	(b)	3.00%	64,762.72
74	Loan	99,661.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,780.24
75	Loan	99,011.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,357.74
76	Loan	49,956.90	9/20/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/20/2016	(b)	2.00%	17,484.92
77	Loan	100,000.00	9/20/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/20/2050	(b)	3.00%	70,000.00
78	Loan	99,904.90	8/16/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/16/2051	(b)	3.00%	69,933.43
79	Loan	99,754.90	9/12/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/12/2051	(b)	3.00%	74,816.18
80	Loan	99,801.90	5/3/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/3/2050	(b)	3.00%	74,851.43
81	Loan	100,502.23	9/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/16/2049	(b)	3.00%	75,376.67
82	Loan	135,000.00	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	101,250.00
83	Loan	59,176.90	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2016	(b)	2.00%	29,588.45
84	Loan	101,587.95	7/10/06	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	76,190.96

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
85	Loan	100,000.00	12/1/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/1/2049	(b)	3.00%	70,000.00
86	Loan	99,867.95	1/11/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	1/11/2050	(b)	3.00%	74,900.96
87	Loan	60,000.00	4/12/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/12/2015	(b)	2.00%	30,000.00
88	Loan	134,668.95	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2052	(b)	3.00%	101,001.71
89	Loan	99,955.90	11/8/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/8/2051	(b)	3.00%	74,966.93
90	Loan	59,913.40	10/6/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/6/2016	(b)	2.00%	29,956.70
91	Loan	117,656.52	10/5/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/5/2051	(b)	3.00%	88,242.39
92	Loan	128,346.90	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	96,260.18
93	Loan	59,524.90	3/30/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	3/30/2015	(b)	2.00%	35,714.94
94	Loan	129,255.95	8/11/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/11/2050	(b)	3.00%	96,941.96
95	Loan	135,000.00	7/6/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/6/2051	(b)	3.00%	101,250.00
96	Loan	129,018.46	1/8/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	1/8/2052	(b)	3.00%	96,763.85
97	Loan	135,000.00	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2052	(b)	3.00%	101,250.00
98	Loan	135,000.00	4/26/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/26/2052	(b)	3.00%	101,250.00
99	Loan	57,698.95	4/26/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/26/2017	(b)	2.00%	43,274.21
100	Loan	60,000.00	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2017	(b)	2.00%	30,000.00
101	Loan	134,990.95	7/31/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/31/2052	(b)	3.00%	101,243.21

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
102	Loan	135,000.00	10/30/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/30/2051	(b)	3.00%	101,250.00
103	Loan	59,833.50	11/28/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/28/2051	(b)	2.00%	29,916.75
104	Loan	127,466.95	9/7/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/7/2051	(b)	3.00%	101,973.56
105	Loan	134,941.95	7/12/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/12/2051	(b)	3.00%	107,953.56
106	Loan	134,343.95	4/3/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/3/2052	(b)	3.00%	114,192.36
107	Loan	135,000.00	9/13/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/13/2052	(b)	3.00%	108,000.00
108	Loan	134,910.00	12/18/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/18/2052	(b)	3.00%	114,673.50
109	Loan	60,000.00	7/9/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/9/2019	(b)	2.00%	48,000.00
110	Loan	52,903.19	8/9/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/9/2019	(b)	2.00%	42,322.55
111	Loan	135,000.00	11/3/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/3/2054	(b)	3.00%	108,000.00

Footnotes:

(a) At the conclusion of the 10 year time period from the date the loan was issued, the accrued interest is deemed paid in full by the owner/borrower and the indebtedness secured by the Note is the principal amount only.

(b) Note Amount is deferred and forgiven at the end of the Affordability Period unless and except and Event of Acceleration requires the loan to become due and payable.

Exhibit E - Rents/Operations

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which they payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent/operation is associated with (if applicable)
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a/ May include revenues from rents, operation of properties, residual receipt payments from developers, conditional grant repayments, costs savings and proceeds from refinancing, and principal and interest payments from homebuyers subject to enforceable income limits.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit F - Rents

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which the payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent is associated with (if applicable)
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a/ May include rents or home loan payments.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit G - Deferrals

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Purpose for which funds were deferred	Fiscal year in which funds were deferred	Amount deferred	Interest rate at which funds were to be repaid	Current amount owed	Date upon which funds were to be repaid
1	SERAF payments pursuant to HSC Sections 33690(c)(1)	2009-10	5,988,407.00	0%	1,152,737.00	6/30/2015
2	SERAF payments pursuant to HSC 33690.5(c)(1)	2010-11	1,232,907.00	0%	1,232,907.00	6/30/2016
3	See footnote (a) below.	2010-11	11,844,747.00	4.50%	11,287,738	10 Years Ending Sept 2010

Footnotes:

(a) On September 22, 2010, the former Redevelopment Agency documented a real estate transaction that effectively resulted in the creation of a $11,844,747 loan amount due from the Agency's non-housing Tax Increment Fund to the Agency's Low-Mod Housing Fund. In accordance with California Redevelopment Law, if a redevelopment purchased land using Low-Mod Housing Funds originally intended for the development of affordable housing, but ultimately determined that the land was not suitable for affordeable housing, the redevelopment agency was required to repay the Low-Mod Housing Fund. This loan receivable has been appropriately reported to the California Department of Housing & Community Development (HCD) as part of the former Agency's 2010-11 annual HCD reporting requirements. The Agency initially purchased a 22.9 acre site from Vulcan Materials using 78.725% Housing Fund monies and 21.275% non-housing funds for a total purchase price of $10,201,126 ($8,030,825 + $2,170,301). The Agency intended to develop housing on an area of the site consistent with the percentage of Housing Funds invested. After further contemplation by the Agency Board and understanding the fact that the site is predominately surrounded by industrial sites as well as a railway line that experienced a derailment, causing debris to spill into the site, the Agency Board changed direction on the use of the site. Instead, it marketed the site for industrial uses, which resulted in attracting a low-impact, more appropriate use of the site for development of an industrial/office building.

The Disposition and Development Agreement (DDA) between the Agency and the developer/operator required the operator to pay the Agency $15,046,000 for the site. The fair market value of the site at the time of the sale was determined at $18,460,000, based on a February 24, 2009 appraisal by Parkcenter Realty Advisors, but higher than the reuse value developed by Keyser Marston Associates, Inc. of $14,911,000. As such, the land write-down was booked and attributed 100% to the Agency's non-housing funds, keeping the Low-Mod Housing Fund whole through a loan from the Agency's non-housing Tax Increment Fund to the Low-Mod Housing Fund requiring the repayment to the Housing Fund of the entire appraised fair market value of the site as DDA payments are made by the operator.

DDA payments to the Agency's non-housing fund and Low-Mod Housing Fund per the DDA is on an installment basis, with $677,070 ($533,023 Housing + $144,047 Non-housing) as the down payment and $14,368,930 ($11,311,724 Housing + $3,057,206 Non-housing) through the Agency Note, having a term of 10 years at 4.50% interest. Through the payments from the Agency Note, the Low-Mod Housing Fund will ultimately be re-paid a total of $16,067,301 (unless repaid sooner), which represents its entire interest in the site, based on the appraised value described above, plus accrued interest per the Agency Note.

APPENDIX 3: REPORT PURSUANT TO HEALTH AND SAFETY CODE SECTION 34176.1

Health and Safety Code Section 34176.1 requires successor housing entities to prepare an annual report detailing compliance with new expenditure limitations and other information ("Housing Successor Compliance Report" or "SB 341 Report"), including:

- Amounts deposited into the LMIHAF;
- Statement of the balance of the LMIHAF;
- Description of expenditures by category;
- Statutory value of real property;
- Description of transfers;
- Description of projects that receive funding through the Successor Agency's Recognized Obligation Payment Schedule (ROPS);
- Status of properties pursuant to a five-year disposition period;
- Update on inclusionary and replacement housing obligations;
- Compliance with five-year expenditure obligations;
- Percentage of senior deed-restricted units; and
- Amount of excess surplus.

Additionally, the report must include an inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants, restrictions, or an adopted program that protects the former redevelopment agency's investment of LMIHAF moneys.

Authority staff is in the process of auditing its financials and other information. The Housing Successor Compliance Report for Fiscal Year 2022-23 will be prepared under separate cover for submission to HCD by the end of 2023.

APPENDIX 4: 2023 LOS ANGELES COUNTY MAXIMUM RENTAL HOUSING COST LIMITS

			Acutely Low-Income		Extremely Low-Income		Very Low-Income		Low-Income			Moderate-Income		
Median Income	Number of Persons	Bedrooms	Qualifying Income Limit	Max. Rent *30% X 15%*	Qualifying Income Limit	Max. Rent *30% X 30%*	Qualifying Income Limit	Max. Rent *30% X 50%*	Qualifying Income Limit	Maximum Rent Range *30% X 60%*	*30% X 80%*	Qualifying Income Limit	Maximum Rent Range *30% X 110%*	*30% X 120%*
	H&S Code 50052.5 (h)		*H&S Code 50053.(b)(1)*		*H&S Code 50053.(b)(2)*		*H&S Code 50053.(b)(3)*		*H&S Code 50053.(b)(4)*			*H&S Code 50053.(b)(5)*		
$68,750	One	Studio	$10,350	$258	$26,500	$516	$44,150	$859	$70,650	$1,031	$1,766	$82,500	$1,891	$2,063
$78,550	Two	One	$11,800	$295	$30,300	$589	$50,450	$982	$80,750	$1,178	$2,019	$94,300	$2,160	$2,358
$88,400	Three	Two	$13,300	$332	$34,100	$663	$56,750	$1,105	$90,850	$1,326	$2,271	$106,050	$2,431	$2,651
$98,200	Four	Three	$14,750	$368	$37,850	$737	$63,050	$1,228	$100,900	$1,473	$2,523	$117,850	$2,701	$2,946
$106,050	Five	Four	$15,950	$398	$40,900	$795	$68,100	$1,326	$109,000	$1,591	$2,725	$127,300	$2,916	$3,183
$113,900	Six	Five	$17,100	$427	$43,950	$854	$73,150	$1,424	$117,050	$1,709	$2,926	$136,700	$3,132	$3,418
$121,750	Seven	Six	$18,300	$457	$46,950	$913	$78,200	$1,522	$125,150	$1,826	$3,129	$146,150	$3,348	$3,654
$129,600	Eight	Seven	$19,450	$486	$50,560	$972	$83,250	$1,620	$133,200	$1,944	$3,330	$155,550	$4,158	$3,889

City Council Item #35.C.

City of IRWINDALE
AGENDA REPORT

Date: December 13, 2023

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

From: Julian A. Miranda, City Manager/Executive Director

Issue: Investment Policy Review and Delegation of Investment Authority

City Manager's Recommendation:

It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority adopt Joint Resolution No. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 entitled, **"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD RATIFYING THE CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY."**

Administrative Action:

Submitted/Prepared by:

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager — Electronically Approved

Background and Analysis:

The City Treasurer is required by the State of California Government Code Section 53646, to present to the City Council the City's Investment Policy on an annual basis or when any change is proposed to be made to the policy.

The City of Irwindale's Investment Policy was last reviewed and approved on June 5, 2023. The City Treasurer has reviewed the current Investment Policy and is recommending appropriate and necessary changes to the overall policy as attached hereto in Exhibit A.

The Investment Policy continues to adhere to the City's objectives of safety, liquidity and yield, and continues delegating investment authority to the City Treasurer.

The Investment Policy requires that an Investment Report be presented to the City Council/Boardmembers on a quarterly basis, which shall present the status of the City's current investment portfolio. In accordance with this requirement, an Investment Report is presented to the City Council/Boardmembers on a quarterly basis.

The next Investment Report will be presented to the City Council/Boardmembers at their regularly scheduled meeting on January 24, 2024, and it will list the combined investment portfolio for the City of Irwindale, Successor Agency, Housing Authority, and Reclamation Authority as of the quarter ending December 31, 2023.

Fiscal Impact:

None.

Attachments:

1. Resolution 2023-92-3470 (Joint with SA,HA, & RA) - Investment Policy
2. Exhibit A - Investment Policy December 2023

RESOLUTION NO. 2023-92-3470
RESOLUTION NO. SA 2023-93-3471
RESOLUTION NO. HA 2023-07-138
RESOLUTION NO. RA 2023-04-039

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

WHEREAS, Section 53646 of the State of California Government Code requires that the City Treasurer render annually to the City Council a statement of investment policy for consideration at a public meeting; and

WHEREAS, the policy was presented by the City Treasurer as a joint item to the City Council, and Boards of the Successor Agency, Housing Authority, and Reclamation Authority at the public meeting held on December 13, 2023; and

WHEREAS, Government Code section 53646 also requires that any change in the policy shall also be reviewed and approved at a public meeting; and

WHEREAS, the City Treasurer, after review of the policy, City Treasurer made appropriate and necessary changes to overall policy; and

WHEREAS, the City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority desire to approve the City of Irwindale Investment Policy by adopting Resolution Numbers 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 respectively, and delegate investment authority to the City Treasurer.

NOW, THEREFORE, **THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD DO HEREBY RESOLVE AS FOLLOWS**:

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

SECTION 2. The City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority have reviewed and hereby approve the Investment Policy attached as Exhibit "A" and made a part hereof.

SECTION 3. The City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority delegate the authority to invest the surplus funds of the City of Irwindale, Irwindale Successor Agency, Irwindale Housing Authority, and Irwindale Reclamation Authority to the City Treasurer consistent with the attached Investment Policy.

SECTION 4. The Deputy City Clerk/Agency and Authority Secretary shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2023.

_____
H. Manuel Ortiz, Mayor/Chair

ATTEST:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk/Secretary

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution Nos. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 were adopted jointly at a regular meeting of the City Council of the City of Irwindale held on December 13th, 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk/Secretary

CITY OF IRWINDALE
INVESTMENT POLICY
DECEMBER 2023

1.0 Introduction. The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities of the City of Irwindale, Successor Agency to the Irwindale Redevelopment Agency, Irwindale Housing Authority, and Irwindale Reclamation Authority. As used in this policy, the term "City" may refer to the City, or the City and its related entities for which the members of the City Council serve as the legislative body, as the context may require. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and arranging for a short-term borrowing program which coordinates working capital requirements and investment opportunities.

2.0 Policy. It is the policy of the City of Irwindale to invest public funds not required for immediate day-to-day operations in accordance with the principals of sound treasury management and the provisions of California Government Code § 53600 et seq., the Municipal Code and this policy.

3.0 Scope. This policy applies to all investment activities of the City of Irwindale, except for the proceeds of certain debt issues that are invested and managed by trustees appointed under indenture agreements.

3.1 Pooled Investments. Investments for the City and its component units will be made on a pooled basis, including the City of Irwindale, the Successor Agency to the Irwindale Redevelopment Agency, Irwindale Housing Authority, and Irwindale Reclamation Authority.

All pooled funds are accounted for in the Annual Comprehensive Financial Report (ACFR) of the City of Irwindale. Funds include the General Fund, Special Revenue Funds, Debt Service Fund, Capital Projects Funds and Trust and Agency Funds.

3.2 Investments held separately. Investments of bond proceeds will be held separately when required by the bond indentures or when necessary to meet arbitrage regulations. If allowed by the bond indentures, or if the arbitrage regulations do not apply, investments of bond proceeds will be held as part of the pooled investments. The City's Policy does not apply to funds held in trust in the City's name in pension and other-post-retirement benefit programs.

4.0 Objectives. Section 53600.5 of the California Government Code outlines the primary objectives of a trustee investing public money. The primary objectives, in order of priority, of the City's investment activities shall be:

4.1 Safety. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio.

4.2 Liquidity. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. This is accomplished by maintaining a portion of the portfolio in money market funds and the State Local Agency Investment Fund with immediate withdrawal provisions. The City's practice is to buy and hold instruments to maturity, and since all cash demands cannot be forestalled, the portfolio will include securities with active secondary or resale markets should the need to sell prior to maturity arises.

4.3 Return on Investment (Yield). Investment return becomes a consideration only after the basic requirements of safety and liquidity have been met. Subject to the first and second objectives of safety or principal and liquidity, respectively, the investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles while adhering to the list of authorized investments.

5.0 Duties and Responsibilities. The State of California gives the City Council, in its capacity as legislative body of the City and its related entities, the ability to delegate the investment authority to the City Treasurer (acting in the capacities of City Treasurer and treasurer of the City's related entities) for a one-year period in accordance with Section 53607 of the California Government Code. The delegation will require renewal each year. So long as the City Council's annual delegation of investment authority pursuant to California Government Code Section 53607 to the City Treasurer is effective, no person may engage in investment transactions unless directed by the City Treasurer, or in the absence of such effective delegation, unless directed by the City Council.

In the execution of this delegated authority, the City Treasurer may establish accounts with well qualified, financially sound financial institutions and/or brokers/dealers for the purpose of completing investment transactions in accordance with this policy. The criteria used to select qualified financial institutions and broker/dealers for effecting purchases of authorized investments are identified in Section 14 of this policy. The criteria used to select qualified financial institutions for the custody of the City's investments are identified in Section 16 of this policy.

Pursuant to Section 53607 of the California Government Code, so long as the City Council, in its capacity as legislative body of the City and its related entities, has delegated its investment authority to the City Treasurer (acting in the capacities of City

Treasurer and Treasurer of the City's related entities) and such delegation is in full force and effect, the City Treasurer shall make a quarterly report of the investment transactions to the City Council, as described in Section 18.2 of this policy.

The City Treasurer shall annually, as well as when any change is proposed to be made to the policy, render a statement of investment policy to the City Council to be considered at a public meeting.

Pursuant to Sections 53607 and 53646 of the California Government Codes, the City Treasurer shall submit reports to the City Council as described in Section 18.0 of this policy.

6.0 Prudence. Section 53600.3 of the California Government Code identifies the legal standard applicable to the City Council, as legislative body of the City and its related entities, and to those persons authorized to make investment decisions on behalf of a local agency and Section 53600.3 deems the legislative body and such authorized persons to be trustees, and therefore fiduciaries subject to the "prudent investor" standard. As a trustee and fiduciary, the standard of prudence to be used shall be the "prudent investor" standard and shall be applied in the context of managing the overall portfolio. Specifically, as set forth in Section 53600.3, when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the City Council, as legislative body of the City and its related entities, and other persons authorized to make investment decisions on its behalf, shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk changes or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

7.0 Ethics and Conflicts of Interest. All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment recommendations and decisions. Employees and investment officials shall make all disclosures appropriate under the Fair Political Practices Act and may seek the advice of the City Attorney and the Fair Political Practices Commission whenever there is a question concerning personal financial or investment positions that could represent potential conflicts of interest.

8.0 Authorized Investments.

8.1 Pooled Investments. The City Treasurer may invest City funds in the following instruments as specified in the California Government Code, Section 53601, subject to the limitations set out in that section and as further limited in this policy. See also Section 12.0 for limitations on issuer concentration for certain types of investments authorized under this Section 12.0. Investments will be made only in readily marketable securities actively traded in the secondary market.

8.1.1 U.S. Treasury Notes, Bonds, Bills, Notes and Bonds: provided that the stated final maturity of such security does not exceed five (5) years from the date of purchase.

8.1.2 Federal Agency debentures and mortgage-backed securities with a final maturity not exceeding five (5) years from the date of purchase issued by the Government National Mortgage Association (GNMA).

8.1.3 Federal Instrumentality (government sponsored enterprise) debentures, discount notes, bullets, callable and step-up securities, with a final maturity not exceeding five (5) years from the date of purchase, issued by the following only: Federal Home Loan Banks (FHLB), Federal National Mortgage Association (FNMA), Federal Farm Credit Bureau (FFCB), Federal Home Loan Mortgage Corporation (FHLMC), and Federal Agricultural Mortgage Corporation (FAMCA).

8.1.4 Time Certificates of Deposit, nationally or state-chartered banks; savings or federal associations; or state or federal credit unions: Deposits should not exceed five-year maturity and shall be collateralized as specified in paragraph 9.0 of this policy or FDIC or NCUA insured up to $250,000. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.5 Negotiable Certificates of Deposit issued by nationally or state-chartered banks; savings or federal associations; state or federal credit unions; or federally licensed or state licensed branches of foreign banks. Purchases may not exceed 30% of the portfolio and final maturity may not exceed five (5) years from date of purchase. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.6 Banker's Acceptances, Foreign/Domestic, with a minimum rating of "A1" by S&P Global Ratings or "P1" by Moody's Investors Service, Inc. (prime) rating provided that the acceptances are eligible for purchase by the Federal Reserve System and the maturity does not exceed 180 days maturity or 40% of the total portfolio. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.7 Commercial Paper: Short-term instruments with a maximum maturity of 270 days or less, an "A1/P1" (prime) rating or better, with fixed coupons, fixed maturity and no call provisions and meeting all of the additional conditions in either paragraph (A) or (B) below.

(A) The issuer is a general corporation organized and operating within the United States, has total assets in excess of five hundred million dollars, and has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a nationally recognized rating agency.

(B) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company; has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond, and has commercial paper that is rated "A1/P1" (prime) or better by a nationally recognized rating agency.

Purchases of commercial paper may not exceed 25% of the portfolio. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.8 Medium-term Corporate Notes of a maximum of five years until maturity issued by corporations organized and operating within the United States and rated in the rating category of "A-" or better of Moody's Investors Service, Inc. or and S&P Global Ratings. Purchases may not exceed 30% of the portfolio. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.9 Repurchase Agreements with a maximum maturity of one year. Repurchase Agreements will only be with primary dealers of the Federal Reserve Bank of New York, and who have long-term debt rated in the "AAA" or "AA" categories of Moody's Investors Service, Inc. or Standard & Poor's (S&P) Global Ratings. Investments will be collateralized as specified in paragraph 9.0 of this Investment Policy. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.10 Money Market Funds registered under the Investment Company Act of 1940 which (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant daily net asset value per share of $1.00; (3) invest only in the securities and obligations authorized in this investment policy and (4) have a rating of at least two of the following: AAAm by S&P Global Ratings, Aaa by Moody's or AAA/V1+ by Fitch. The aggregate investment in money market funds

shall not exceed 20% of the City's total portfolio. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.11 County Pooled Investment Funds in accordance with the laws and regulations governing those Funds and State law (GC 53684).

8.1.12 State of California pooled "Local Agency Investment Fund" in accordance with the laws and regulations governing those Funds and State law (GC 16429.1 et seq.).

8.1.13 Insured deposits: Deposits not exceeding $250,000 shall be permitted only in those nationally or state-chartered banks, savings or federal associations, or state or federal credit unions that are active members of the Federal Deposit Insurance Corporation (FDIC) and provided that the final maturity does not exceed five (5) years from date of purchase. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.14 The "Sweep" account for the overnight investment of idle funds shall be subject to this policy.

8.1.15 City of Irwindale bonds, or bonds issued by its related entities for which the members of the City Council serve as the legislative body, provided that the stated final maturity of such security does not exceed five (5) years from the date of purchase. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.16 Registered state warrants, treasury notes or bonds of the State of California. Registered treasury notes or bonds from any of the remaining 49 States. The stated final maturity of such security shall not exceed five (5) years from the date of purchase. Rated in the rating category of "A-" or "A-1" or better of Moody's Investors Service, Inc. or Standard & Poor's (S&P) Global Ratings. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.17 Bonds, notes, warrants, or other indebtedness of any local government agency within California. The stated final maturity of such security shall not exceed five (5) years from the date of purchase. Rated in the rating category of "A-" or "A-1" or better of Moody's Investors Service, Inc. or Standard & Poor's (S&P) Global Ratings. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.18 Supranational Organizations Securities, Limited to United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by: International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and

Inter-American Development Bank (IADB). The stated final maturity of such security shall not exceed five (5) years from the date of purchase and rated in the category of "AA" or its equivalent or higher by a nationally recognized rating agency. Purchases may not exceed 30% of the portfolio. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.2 Investments held separately. Investments of bond funds will be made in conformance with the trust indenture for each issue. Such investments will be held separately when required.

9.0 Collateralization. Investments in time certificates of deposit shall be fully insured for the entire term of the certificate by the Federal Deposit Insurance Corporation (FDIC). The FDIC limit has been established by the Congress at $250,000.00. Investments in time certificates of deposit, or deposits not insured in accordance with Section 8.1.13 of this policy, in excess of the limit shall be properly collateralized in accordance with California Government Code Section 53630 et seq. (constituting Article 2 of Chapter 4 of Part 1 of Division 2 of Title 5 of the California Government Code). Without limiting the foregoing, Section 53652 of the California Government Code requires that the depository pledge securities with a market value of at least 10% in excess of the City's deposit as collateral in government securities, and 50% in excess of the deposit as collateral in mortgage pools. Section 53649 of the California Government Code specifies that the City Treasurer is responsible for entering into deposit contracts with each depository.

Investments in repurchase agreements must also be collateralized. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% or greater of market value of principal and accrued interest.

10.0 Unauthorized Investments/Investment Activities. Section 53601.6 of the California Government Code prohibits the following investments: inverse floaters, range notes, or mortgage-derived, interest-only strips.

10.1 No investment will be made that has either (1) an embedded option or characteristic which could result in a loss of principal if the investment is held to maturity, or (2) an embedded option or characteristic which could seriously limit accrual rates or which could result in zero accrual periods.

10.2 No investment will be made that could cause the portfolio to be leveraged.

11.0 Investment Strategy.

11.1 Pooled Investments. A buy and hold strategy will generally be followed; that is, pooled investments once made will usually be held until maturity. A buy

and hold strategy will result in unrealized gains or losses as market interest rates fall or rise from the coupon rate of the investment. Unrealized gains or losses, however, will diminish as the maturity dates of the investments are approached or as market interest rates move closer to the coupon rate of the investment. A buy and hold strategy require that the portfolio be kept sufficiently liquid to preclude the undesirable sale of investments prior to maturity. Occasionally, the City Treasurer may find it advantageous to sell an investment prior to maturity, but this should be only on an exception basis and only when it is clearly favorable to do so.

11.2 Investments held separately. Investments held separately for bond proceeds will follow the trust indenture for each issue.

12.0 Diversification. To the extent feasible the portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions. In addition to the limitations on specific security types indicated in Section 8.0 of this Investment Policy, and with the exception of U.S. Treasury/Federal agency securities and authorized pools, for each type of investment, no more than five percent (5%) of the City's portfolio will be placed with a single issuer.

13.0 Maximum Maturities. To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities with a final stated maturity date of more than five (5) years from the date of purchase settlement. Any investment in securities with a final stated maturity date of more than five (5) years from the date of purchase settlement can only be made if the City Council has granted express authority to make that investment either specifically or as part of an investment program approved by City Council no less than three months prior to the investment.

13.1 Callable investments will be recorded at their maturity dates.

13.2 Investments Held Separately. Maturities for investments held separately will conform to the trust indenture for each issue.

14.0 Selection of Financial Institutions and Broker/Dealers. Investments shall be purchased only through well established, financially sound institutions meeting the requirements of California Government Code Sections 53601.5 or 53601.8, as applicable. The City Treasurer shall maintain a list of financial institutions and broker/dealers approved for investment. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions will be given a copy of the City's Investment Policy, and a return cover letter which must be signed indicating that the investment policy has been read and understood. Qualified financial institutions and broker/dealers must supply the City Treasurer with the following:

14.1 Financial Institutions.

- Current audited financial statements.

- Depository contracts, as appropriate.
- A copy of the latest FDIC call report.
- Proof that commercial banks, savings banks, or savings and loan associations are state or federally chartered.

14.2 Broker/Dealers.

- Current audited financial statements.
- Proof that brokerage firms are members in good standing of a national securities exchange.

15.0 Purchase, Payment, and Delivery. Purchases on margin will not be made. Payment for securities will be done on a Delivery Versus Payment (DVP) basis via the City's custodian. Delivery of securities will be made to the City in accordance with the third-party custodial agreement.

16.0 Safekeeping and Custody. All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-vs.-payment basis. All securities owned by the City will be held by a third-party custodian meeting the requirements of California Government Code Section 53608 and designated by the City Treasurer, and the securities will be evidenced by a monthly statement from the custodian. Collateral for time deposits in savings and loans will be held by the Federal Home Loan Bank of an approved Agent of Depository. Collateral for time deposits in banks will be held in the City's name in the bank's Trust Department or in the Federal Reserve Bank.

17.0 Performance Standard. Investment performance is regularly monitored and evaluated to attain a market-average rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. The rate of return of the investment portfolio will be based on the maturity value of the investments.

18.0 Reporting. Pursuant to California Government Code Sections 53646(b) and 53607, respectively, City Treasurer shall render a quarterly investment report and shall make a monthly transactions report in accordance with subsections 18.1 and 18.2, respectively, below.

18.1 Quarterly Investment Report. In furtherance of Section 53646(b) of the California Government Code a quarterly investment report shall be submitted to the City Council within 30 days following the end of the quarter covered by the report.

Since the Irwindale Reclamation Authority's funds are included in the City's cash and investment balances, the end of the quarter report must first be submitted to the City Council before it's presented to the Irwindale Reclamation Authority Board. The Irwindale Reclamation Authority Board meets on the second Wednesdays of March, June, September and December; therefore, the end of

the quarter reports will need to be brought forth for review within 60 days after submittal to the City Council.

18.1.1 Pooled Investments. The quarterly investment report shall be submitted by the City Treasurer within 30 days following the end of the quarter covered by the report. The quarterly report shall include the following elements:

- Itemized listing of portfolio investments by type, issuer's name, and date of maturity.
- Par amount of the instrument, market value, and dollar amount invested in each security.
- Investment transactions for the reporting period.
- Statement that the investment portfolio has the ability to meet the City's cash flow needs for the next six (6) months, or an explanation as to why sufficient money shall, or may not be available.
- Statement of compliance of the portfolio with the City's Investment Policy. When applicable, any material exceptions will be noted.

18.1.2 Investments Held Separately. A report of investments held separately shall be rendered quarterly within 30 days following the end of the quarter submitted as an exhibit in the City Treasurer's quarterly investment report. The quarterly investment report shall contain the information required by Section 53646 when available.

18.2 Monthly Transactions Reports. So long as the City Council, in its capacity as legislative body of the City and its related entities, has delegated its investment authority to the City Treasurer (acting in the capacities of City Treasurer and treasurer of the City's related entities) and such delegation is in full force and effect, the City Treasurer shall make a monthly report of all investment transactions to the City Council, pursuant to Section 53607 of the California Government Code.

19.0 Short-term Borrowing. The City is permitted by law to borrow money to meet current short-term cash flow needs. These needs may arise either because projected cash disbursements exceed projected cash receipts, or because the City's cash accounts may be temporarily overdrawn due to the efforts to invest 100% of inactive funds at all times. To provide for these contingencies the City Treasurer is authorized to take the following actions, in each instance subject to compliance with applicable California law authorizing and establishing limitations on such borrowings:

19.1 Short-term Loan. When there is a shortfall between projected cash revenues and projected cash disbursements, the City Treasurer will secure a loan in the amount that would equal the cash deficit plus projected cash disbursements for one month. Any such loan will be repaid within one year.

19.2 Line of Credit. The City Treasurer may maintain a line of credit with the City's bank in an amount to cover sums temporarily overdrawn because of efforts to invest all inactive funds at all times.

20.0 Exceptions. Occasionally, exceptions to some of the requirements specified in this Investment Policy may occur for pooled investments because of events subsequent to the purchase of investment instruments, e.g., the rating of a corporate note held in the portfolio is downgraded below an "AA" rating, or total assets in the portfolio decline causing the percentage invested in corporate notes to rise above 30%.

State law is silent as to how exceptions should be corrected. Exceptions may be temporary or more lasting; they may be self-correcting or require specific action. If specific action is required, the City Treasurer should determine the course of action that would correct exceptions to move the portfolio into compliance with State and City requirements. Decisions to correct exceptions should not expose the assets of the portfolio to undue risk and should not impair the meeting of financial obligations as they fall due. Any subsequent investments should not extend existing exceptions.

21.0 Internal Control. The City Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

22.0 Investment Policy Adoption. California Government Code § 53646(a)(2) states that a City Treasurer may annually render to the City Council a statement of investment policy, which the City Council shall consider for adoption at a public meeting. Pursuant to Section 5.0 of the policy, the City Treasurer shall annually, as well as when any change is proposed to be made to the policy, render a statement of investment policy to the City Council which City Council should consider for adoption at a public meeting.

23.0 Social Responsibility. Investments in corporate securities and depository institutions (including purchases of investments authorized by Section 8.0 of this policy and relationships for depository, custodial, brokerage and other financial services per Sections 14.0, 15.0, and 16.0 of this policy or otherwise) shall be made in furtherance of socially responsible goals to the extent that such investments achieve substantially equivalent safety, liquidity and yield compared to other similar investments permitted by state law. Investments are to be made that will bear in mind the responsibility of city government to its citizens. Investments that support community well-being; promote equality of rights regardless of sex, race, age, disability or sexual orientation; promote community economic development; provide a positive impact on the environment, fair workplace practices, robust corporate governance, high product integrity, and positive community involvement will be considered.

INVESTMENT POLICY

GLOSSARY

Administrator of Local Agency Security: The State office or entity designated by California Government Code Section 53661 from time to time to approve and authorize "agents of depositories" to hold securities that secure and collateralize local agency deposits. Currently, the "Administrator of Local Agency Security" is the California Commissioner of Business Oversight.

Agent of Depository: Any one of the following entities that is duly authorized pursuant to California Government Code Section 53657 and by the Administrator of Local Agency Security to hold securities that secure and collateralize a local agency's deposits, as more specifically designated by the local agency's treasurer in the applicable contract for deposit of the local agency's funds under California Government Code Section 53649: a trust company located within the State of California, the trust department of a bank located in the State of California, or the Federal Home Loan Bank of San Francisco.

Amortized Cost: The cost of investments adjusted for amortized premiums and discounts. Amortized cost is used to maintain comparability with market value.

Arbitrage Regulation: The law to control the use of profit making by purchasing securities on one market for immediate resale on another in order to profit from a price difference.

Ask: The price at which securities are offered.

Bankers' Acceptances (BA): A time draft of invested funds that have been drawn on and accepted for repayment by a bank. By accepting the draft (investment of City funds), the bank is liable for the payment at maturity. The credit worthiness of Bankers' Acceptances is enhanced because they are secured by the issuing bank, the goods themselves, and the importer. This financial instrument is short-term, not more than 180 days and is sold on a discounted basis.

Bear Market: A period of generally pessimistic attitudes and declining market prices.

Bid: The price offered for securities.

Bond: An interest-bearing security issued by a corporation, government, governmental agency or other body, which can be executed through a bank or trust company. A bond is a form of debt with an interest rate, maturity, and face value, and is usually secured by specific assets. Most bonds have a maturity of greater than one year, and generally pay interest semiannually.

Bond Indenture: Written agreement specifying the terms and conditions for issuing bonds, including; the form of the bond, the maturity date and payment schedule with interest rate, call provisions and protective covenants, if any, collateral pledged, and other terms. Obligations of the bond issuer are identified as well as the trustee's responsibility for ensuring that interest payments are made to registered bondholders.

Bond Rating: The classification of a bond's investment quality.

Book Value: A term synonymous with amortized cost.

Broker: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; a broker does not position. In the money market, brokers are active in markets, in which banks buy and sell money, and in inter-dealer markets.

Bull Market: A period of generally optimistic attitudes and increasing market prices.

Bullet Bond: A debt instrument whose entire face value is paid at once on the maturity date. Bullet bonds are non-callable. Bullet bonds cannot be redeemed early by an issuer, so they pay a relatively low rate of interest because of the issuer's exposure to interest-rate risk. Both corporations and governments issue bullet bonds, and bullet bonds come in a variety of maturities, from short- to long-term.

Buy and Hold: Management strategy in which the intent is to hold each security until maturity.

Callable Bond: A bond that can be redeemed by the issuer prior to its maturity. Sometimes, a premium is paid to the bond owner when the bond is called. It is also known as a "redeemable bond." The main cause of a "call" is a decline in interest rates. If interest rates have declined since an issuer first issued the bonds, it will likely want to refinance this debt at a lower rate of interest. In this case, the issuer will "call" its current bonds and issue replacement bonds at a lower rate of interest.

Certificate of Deposit (CD): A time deposit with a specific maturity and interest rate evidenced by a certificate. Maturities range from a few weeks to several years. Interest rates are set by competitive forces in the marketplace. There is a penalty for early withdrawal. CD's in large denominations are typically negotiable.

Collateralization: Refers to securities pledged by a bank to secure deposits of public monies. Also refers to evidence of deposit or other property that a borrower pledges to secure repayment of a loan.

Commercial Book-Entry: The commercial book-entry system is operated by the Federal Reserve Banks in their capacity as fiscal agents of the Treasury. Investors who maintain their securities in this system generally have purchased their securities through a financial institution or a government securities broker or dealer. These securities are

recorded in the commercial book-entry system as book-entry issues held for the account of a depository institution. The depository institution (e.g., bank, brokerage firm or securities clearance organization) maintains records identifying the owners of securities held in its account in the system.

Commercial Paper: A short-term IOU, or unsecured money market obligation, issued by prime rated commercial firms and financial companies, with maturities from two (2) days up to 270 days. A promissory note of the issuer used to finance current obligations, and is a negotiable instrument. The notes are typically in minimum denominations starting at $100,000.00 to comply with criteria for exemption from registration under federal securities laws.

Commission: The broker's or agent's fee for purchasing or selling securities for a client.

Coupon: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value or a certificate attached to a bond evidencing interest due on a payment date.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for their own account.

Debenture: An unsecured bond backed only by the general credit of the issuer.

Delivery Versus Payment: There are two methods of delivery of securities: "delivery versus payment" and "delivery versus receipt" (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities indicating payment is due when the buyer has securities in hand or in book entry.

Discount: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be a discount.

Discount Securities: (1) Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills; or (2) any security sold below face value and which can be re-sold later at a higher price

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Embedded Option: A statement within the bond structure that gives the issuer a right to perform a specific action in the future and may alter the interest rate earned by the bond. Examples of embedded options include the right of redemption, a put feature, or mortgage prepayment rights in a mortgage-backed security.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., small business firms, farmers,

farm cooperatives, and exporters. These are securities such as the Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Federal Farm Credit Bureau (FFCB), Government National Mortgage Association (GNMA) and the Small Business Administration (SBA).

Federal Funds Rate: The rate of interest at which FED funds are traded. This rate is currently pegged by the Federal Reserve through open market operations.

Federal Open Market Committee: Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve Guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., twelve Regional Banks and commercial banks that are members of the system.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to $250,000.00 per depositor per insured bank.

Federal Home Loan Banks (FHLB): Eleven regional banks within the Federal Home Loan Bank System, a government sponsored enterprise, that lend to its member financial institutions, which generally consist of thrift institutions, commercial banks, credit unions, insurance companies, and certified community development financial institutions. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

Fiscal Year: An accounting or tax period comprising any twelve month period. The City's fiscal year begins on July 1.

Interest-Only Strips: Financial instrument where investor receives only the interest, no principal, from a pool of debt instruments such as mortgages, treasuries, or other bonds. Issues are highly interest rate sensitive. Cash flows vary between interest periods. As well, the maturity date may occur earlier than that stated if all loans within the pool are pre-paid. High prepayments on underlying debt instruments can return less to the holder than the dollar amount invested.

Inverse Floater: A bond or note that does not earn a fixed rate of interest. Rather, the interest rate that is earned is tied to a specific interest-rate index identified in the bond/note structure. The interest rate earned by the bond/note will move in the opposite direction of the index, e.g. if market interest rates as measured by the selected index rises, the interest rate earned by the bond/note will decline. An inverse floater increases the market rate risk and modified duration of the investment.

Laddered Portfolio: Bond investment portfolio with securities in each maturity range (e.g. monthly) over a specified period of time (e.g. five years).

Leverage: (1) Investing with borrowed money with the expectation that the interest earned on the investment will exceed the interest paid on the borrowed money; or (2) the use of debt to undertake an investment or project.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked price is narrow and reasonable size can be done at those quotes.

Local Agency Investment Fund (LAIF): The State of California Local Agency Investment Fund held in the custody of the State Treasurer for investment and reinvestment, created in 1977 by California Government Code Section 16429.1 to provide an investment alternative for California's local governments and special districts. This is a voluntary investment program offering agencies the opportunity to participate in a major portfolio which daily invests billions of dollars and using the investment expertise of the State Treasurer's Office investment staff, at no additional cost to the taxpayer. Investment in LAIF, considered a short-term investment, is readily available for cash withdrawal on a daily basis.

Market Risk: The risk that market interest rates will rise causing a loss of value in investments held. All investments made by the City involve a degree of market risk. See also "Unrealized Gains (Losses).

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Medium Term Corporate Notes: Corporate notes issued with fixed coupons and maturity. A promissory note of the issuer used to finance current obligations, which is a negotiable instrument.

Modified Duration: A measure of the sensitivity that the value of a fixed-income security has exposure to changes in market rates of interest. Modified duration is the best single measure of a portfolio's or security's exposure to market risk. Modified duration identifies the potential gain/loss in value before the gain/loss actually occurs. It is a prospective measurement, e.g., a modified duration of 1.5 indicates that when and if a 1% change in market interest rates occurs, a 1.5% change in the value of a security will result. Investments with modified durations of one to three are considered to be relatively conservative.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Negotiable Certificates of Deposit (NCD): A certificate of deposit that can be bought and sold on the secondary market prior to maturity. Negotiable certificates of deposit were developed so large deposits ($100,000.00 or more) could be made at a competitive interest rate with some liquidity.

Nominee Name: Registered owner of a stock or bond if different from the beneficial owner, who acts as holder of record for securities and other assets. Typically, this arrangement is done to facilitate the transfer of securities when it is inconvenient to obtain the signature of the real owner, or the actual owner may not wish to be identified. Nominee ownership simplifies the registration and transfer of securities.

Offer: The price asked by the seller of securities. When buying securities you ask for an offer. See Ask and Bid.

Open Market Operations: Purchases and sales of government and certain other securities by the New York Federal Reserve Bank as directed by the Federal Open Market Committee in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Operational Liquidity: To insure that adequate funds are available to meet current obligations without having to sell securities prior to maturity. This dollar amount will be set at a level equal to one and one-half times the City's highest level of liquidity demand within the most recent three year period.

Pooled Investments: Resources grouped for advantage of the participants.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government security dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

Principal: The face or par value of an instrument.

Prudent Person Rule: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a legal list of securities selected by the state. In other states, the trustee may invest in a security if it is one, which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

Range Note: Investment whose coupon payment varies (e.g. either 7% or 3%) and is dependent on whether the current benchmark (e.g. 30 year Treasury) falls within a pre-determined range (e.g. between 6.75% and 7.25%).

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Rating: The designation used by investors' services to rate the quality of a security's creditworthiness. Moody's ratings range from the highest Aaa, down through Aa, A, Bbb, Ba, B, etc. while S&P's ratings range from the highest AAA, down through AA, A, BBB, BB, B, etc.

Refinancing: Rolling over the principal on securities that have reached maturity or replacing them with the sale of new issues. The object may be to save interest costs or to extend the maturity of the loan.

Repurchase Agreement: A transaction where the seller (bank) agrees to buy back from the buyer (City) the securities at an agreed upon price after a stated period of time.

Reverse Repurchase Agreement: A transaction where the seller (City) agrees to buy back from the buyer (bank) the securities at an agreed upon price after a stated period of time.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection. See Third Party Custodian.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities and Exchange Commission (SEC): Agency created by Congress to protect investor's transactions by administering securities legislation.

SEC Rule 15C3-1: See uniform net capital rule.

Spread: The difference between two figures or percentages. For example, it may be the difference between the bid and asked prices of a quote, or between the amount paid when bought and the amount received when sold.

Structured Notes: Notes issued by Government sponsored enterprises and corporations which have imbedded options in their debt structure (e.g., call features, step-up coupons, floating rate coupons and derivative-based returns). Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded

options and shifts in the yield curve. This includes securities from the Federal National Mortgage Association (FNMA) and Federal Home Loan Bank (FHLB).

Supranational: are organizations that provide development financing, advisory and financial services to their member countries to promote political, cultural unity, or economic growth.

Sweep Account: Short-term income account into which all uninvested cash balances from the non-interest bearing checking account are automatically transferred on a daily basis. The sweep is used in conjunction with "zero balance" accounts to maximize investment of idle cash.

Third-Party Custodian: Corporate agent, usually a commercial bank, who, acting as trustee, holds securities under a written agreement for a corporate client and buys and sells securities when instructed. Custody services include securities safekeeping, and collection of dividends and interest. The custodial bank acts only as a transfer agent and makes no buy or sells recommendations.

Treasury Bills: A short-term non-interest bearing security that matures in one year or less and are issued by the U.S. Treasury to finance the national debt. Bills (commonly known as "T" bills) are sold at a discount (a price less than par (face) value) and are paid at par value at maturity. They do not pay interest before maturity. Return is the difference between par and discount price.

Treasury Bonds: Long-term coupon bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than ten years. The bonds pay a fixed rate of interest every six months.

Treasury Notes: Medium term coupon bearing U.S. Treasury securities issued as direct obligations of the U.S. Government. Treasury notes mature in two, three, five, seven, or ten years. The notes pay a fixed rate of interest every six months.

Trustee: A bank designated as the custodian of funds and the official representative for bondholders.

Underwriter: A dealer bank or financial institution which arranges for the sale and distribution of a large batch of securities and assumes the responsibility for paying the net purchase price.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms, as well as non-member broker/dealers in securities, maintain a maximum ratio of indebtedness to liquid capital of 15 to 1: also called net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, and is one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Unrealized Gains (Losses): Increases (decreases) in the value of investments representing the difference between the amortized cost of the investments and their current market value. Increases (decreases) in value are caused primarily by changes in market interest rates subsequent to purchasing the investments. Increases (decreases) in value indicate two (2) things: 1. The portfolio has a potential gain (loss) in principal if the securities are sold, and 2. The portfolio is over-performing (underperforming) the current market for similar investments. An increase in value indicates the portfolio is earning relatively more interest than current market conditions, and a decrease in value indicates that the portfolio is earning relatively less interest than current market conditions.

U.S. Government Agencies Debt: Instruments issued by various U.S. Government Agencies or U.S. government-sponsored enterprises, most of which are secured only by the credit worthiness of the particular agency.

- U.S. Agency Callable: A callable federal agency or government security gives the issuer of the bond the right (not the obligation) to redeem it at predetermined prices at specified times prior to maturity. Yields on callable bonds tend to be higher than yields on noncallable, "bullet" maturity bonds because the investor must be rewarded for taking the reinvestment risk the issuer will call the bond if interest rates decline, forcing the investor to reinvest the proceeds at lower yields.
- U.S. Agency Bullet: A security issued by various U.S. Government Agency which cannot be "called" back by the issuer. The security is non-callable and therefore the reinvestment risk is zero.

Yield: The rate of annual return on an investment expressed as a percentage. Income yield is calculated by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income minus any premium or plus any discount from par on purchase price, with the adjustment amortized over the period from the date of purchase to the date of maturity of the instrument.

Zero Accrual Periods: A period of time in which an investment accumulates no interest.

City Council Item #35.D.

City of IRWINDALE AGENDA REPORT

Date: December 13, 2023

To: Honorable Chair and Members of the Housing Authority Board

From: Julian A. Miranda, Executive Director

Issue: SB 341 Annual Report for Fiscal Year (FY) 2022-2023

City Manager's Recommendation:

That the Authority Board Receive and file the SB 341 Annual Report for FY 2022-2023 and direct that such report be filed with the City of Irwindale City Clerk's office and the Department of Housing and Community Development.

Administrative Action:

Submitted by:

Marilyn Simpson, Community Development Director — Electronically Approved

Prepared by:

Fernando Lopez, Housing Coordinator — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, Executive Director — Electronically Approved

Background and Analysis:

SB 341 Annual Report for Fiscal Year 2022-23

Senate Bill 341 which became law on January 1, 2014, requires "housing successors" – cities, counties, and housing authorities that have taken over housing functions for former redevelopment agencies to follow new expenditure and accounting rules beginning January 1, 2014. HSC Section 34176.1(f) requires housing successors to prepare a Housing Successor Annual Report ("SB 341 Report") regarding the Low- and Moderate-Income Housing Asset Fund (LMIHAF). The purpose of this SB 341 Report is to provide the governing body of the Housing Successor an annual report on the housing assets, activities and expenditures of the Housing Successor during the year, under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1. The SB 341 Report must be presented to the Housing Successor governing body within six months after the end of each fiscal year. This report as well as the former redevelopment agency's Implementation Plan must be posted on the City's website.

Housing Asset Fund Deposits and Ending Balance

At the close of FY 2022-23, the ending balance of the Housing Asset Fund was $7,064,259. During the five-year reporting period (July 1, 2019 through June 30, 2024), a minimum of 30% must be spent on rental housing for extremely-low income households and a maximum of 20% may be spent on housing for low income households. The Authority has spent 0% of funds on extremely low income rental units, 6% on low-income units, and no funds on moderate-income units. As of June 30, 2022, the Authority has not met all the requirements for expenditures by income level. However, the Authority has until June 30, 2024, to be in compliance.

Money Transfer for Joint Projects

HSC Section 34176.1(c)(2) allows for two or more housing successors within a county to transfer funds between their respective Low- and Moderate-Income Housing Asset Funds. On May 8, 2019, the Authority approved Resolution No. HA 2019-02-075 approving a transfer amount not to exceed $550,000 from its Low- and Moderate-Income Housing Asset Fund to the Housing Authority of the County of Los Angeles. On June 26, 2019, the Authority transferred $539,000 to the Housing Authority of the County of Los Angeles for the Whittier Place Apartments Phase II project. These funds were used to assist rental units designated for households that earn less than 30% AMI. The temporary Certificate of Occupancy was issued for the project in November 2022. Construction is nearly complete, and 15 units are already leased.

Excess Surplus

HSC Section 34176.1 (d) defines excess surplus as "an unencumbered amount in the account that exceeds the greater of one million dollars, or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years, whichever is greater." It has been determined that the Housing Authority does not have an excess surplus for FY 2022-23.

The Authority retained the services of Lance, Soll, & Lunghard, LLP to perform the independent audit and RSG to prepare the SB 341 Report for Fiscal Year 2022-2023. The totals in the Housing Successor Financial Statements represent the final numbers of the Housing Successor's financial position as of June 30, 2023. The report will be submitted to the California Department of Housing and Community

Development as an attachment to the SB 341 Report.

Fiscal Impact:

An independent audit of the Irwindale Housing Successor is conducted annually, and this year's results are presented in the Irwindale Housing Successor Financial Statement Report attached as part of the SB 341 Report. In addition to this report, the Auditors also issue a report on internal control over financial reporting and on compliance and other matters. The purpose of this report is to obtain reasonable assurance that Housing Successor's financial statements are free from material misstatements. The results of their test disclosed no instances of noncompliance or other matter that are required to be reported under Government Auditing Standards.

For the fiscal year ended June 30, 2023, the Fund Balance for the Housing Successor was $7,064,259.

Attachments:

1. Irwindale Housing Authority 2022-23 SB 341 Annual Report (11.29.2023)
2. DRAFT - City of Irwindale - 2023 Housing Successor Audit Report

HOUSING SUCCESSOR COMPLIANCE REPORT

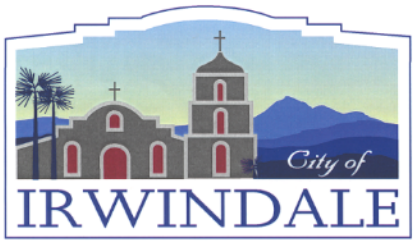
IRWINDALE HOUSING AUTHORITY

Report for Fiscal Year 2022-23

Prepared Pursuant to Health and Safety Code Section 34176.1

November 29, 2023 – DRAFT

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INTRODUCTION

REDEVELOPMENT DISSOLUTION

As a result of Assembly Bill ("AB") x1 26, all redevelopment agencies in California were dissolved on February 1, 2012. This dramatic change to property tax finance has resulted in the complete elimination of the major source of local, publicly generated dollars earmarked for affordable housing. Thus, housing authorities were left in a challenging position – the need for them is greater than ever, but a key funding source has been eliminated.

On August 27, 1987, the City Council of the City of Irwindale ("City Council") approved Resolution No. 87-15-1117, establishing the Irwindale Housing Authority ("Housing Authority"). The Housing Authority now administers housing assets transferred from the former Irwindale Community Redevelopment Agency ("ICRA") in 2012. The ICRA dissolved on February 1, 2012, pursuant to the Dissolution Act enacted by AB x1 26 and 1484 (Parts 1.8 and 1.85 of the California Health and Safety Code, or "H&SC"). Pursuant to Resolution No. 2012-09-2548, on January 11, 2012, the City of Irwindale ("City") elected to designate the Housing Authority as the "housing successor", an entity that accepts the housing assets and liabilities of a former redevelopment agency. The Housing Authority thereby inherited all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the former ICRA. All former ICRA housing assets and liabilities were transferred to the Housing Authority through the Housing Asset Transfer Form submitted to the California Department of Finance ("DOF") on August 1, 2012. On September 5, 2012, the DOF issued a letter stating that it did not object to any of the transfers.

It is important to note that, although the Housing Authority inherited the ICRA's assets and functions, it does not have an ongoing financing mechanism to maintain them, like the ICRA had. The former ICRA primarily funded projects with Low and Moderate Income Housing Funds generated by redevelopment tax increment; this tool was abolished with the dissolution of redevelopment.

ASSET TRANSFERS TO THE HOUSING SUCCESSOR

According to H&SC Section 34176(e), housing assets may include the following:

- Real property
- Restrictions on the use of property
- Personal property in a residence
- Housing-related files

- Office supplies and software programs acquired for low- and moderate-income housing purposes
- Funds encumbered by an enforceable obligation
- Loans or grants receivable funded from the former Low and Moderate Income Housing Fund
- Funds derived from rents or operation of properties acquired for low- and moderate-income housing purposes
- Rents or payments from housing tenants or operators of low- and moderate-income housing
- Repayment of Supplemental Educational Revenue Augmentation Fund ("SERAF") loans

REPORTING REQUIREMENTS OF H&SC SECTION 34176.1(f)

Commencing January 1, 2014, H&SC Section 34176.1(f) requires the preparation of an annual report ("Housing Successor Compliance Report") for housing successors that received assets and other duties from a former redevelopment agency. Originally created by Senate Bill 341 ("SB 341") in the 2013-14 legislative session and later amended by subsequent legislation, the law describes the contents of these annual reports, as well as the context of this information relative to various compliance periods.

The purpose of the report is to provide the public information regarding the use of all former redevelopment agency housing assets, which are kept in a separate fund known as the Low and Moderate Income Housing Asset Fund ("Housing Asset Fund" or "Housing Asset Funds").

For most housing successors, the annual report is prepared at the same time as the annual audit also required by law, and must contain the following information:

1. Total amount deposited in the Housing Asset Fund during the fiscal year
2. Statement of balance at the close of the fiscal year
3. Description of expenditures for the fiscal year, categorized as follows:
    a. Rapid rehousing for homelessness prevention (up to $250,000 per year allowable)
    b. Administrative and monitoring expenses (up to the greater of $200,000, adjusted annually commensurate to the change in the Consumer Price Index, or 5 percent of the statutory value of real property owned by the housing successor and of loans and grants receivable allowable)

   c. Development of affordable housing, which must be reported by the amount spent for each income group (extremely low-, very low-, and low-income)

4. Other "portfolio" balances

   a. Statutory value of any real property either transferred from the former ICRA or purchased by the housing successor; note that the housing successor may only hold property for five years

   b. Value of loans and grants receivable, including loans and grants transferred from the former ICRA and made by the housing successor

5. Descriptions of any transfers to another housing successor for a joint project

6. Description of any project still funded through the Recognized Obligation Payment Schedule ("ROPS")

7. Update on property disposition for any property owned more than five years or plans for property owned less than five years

8. Description of any outstanding production obligations of the former redevelopment agency that were inherited by the housing successor

9. Compliance with proportionality requirements (income group targets); compliance must be met for five-year periods

10. Percentage of deed-restricted rental housing restricted to seniors and assisted by the housing successor, the former ICRA, and the City within the past 10 years, compared to the total number of units assisted by these three agencies within the past 10 years

11. Amount of excess surplus, and if any, the plan for eliminating it

12. An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants, restrictions, or an adopted program that protects the investment of moneys from the Low and Moderate Income Housing Fund; the inventory must include the following information: number of units, any units lost since dissolution, any funds returned to the housing successor as a result of the program, and the name of any entity contracted to manage the units

LOW AND MODERATE INCOME HOUSING ASSET FUND

The Low and Moderate Income Housing Asset Fund replaces the former ICRA's Low and Moderate Income Housing Fund. The Housing Asset Fund includes all assets that were transferred from the ICRA to the Housing Authority via the Housing Asset Transfer Form, which included the following:

1. Real properties
2. Affordable housing covenants
3. Loan receivables
4. Supplemental Educational Revenue Augmentation Fund Loan repayments

HOUSING ASSET FUND DEPOSITS AND ENDING BALANCE

During Fiscal Year ("FY") 2022-23, the Housing Authority deposited $170,180 into the Housing Asset Fund. Table 1 details the sources of revenue. There were no deposits into the Housing Asset Fund related to the ROPS.

Fiscal Year 2022-23 Housing Asset Fund Deposits **Table 1**
Irwindale Housing Authority

Balance Type		Amount
Interest	$	161,270
Investment-Unrealized	$	8,711
Loan Repayment	$	200
TOTAL	**$**	**170,180**

At the close of FY 2022-23, the ending balance in the Housing Asset Fund was $7,064,259, which is detailed by category in Table 2 below. No portion of the balance is being held for items listed on the ROPS.

Fiscal Year 2022-23 Housing Asset Fund Ending Balance **Table 2**
Irwindale Housing Authority

Balance Type		Amount
Cash	$	1,392,214
Local Agency Investment Fund (LAIF)	$	5,640,152
Interest Receivable	$	54,546
Loans Receivable - Housing Loans	$	(948)
Loans Receivable - Low/Mod Deferred/Forgivable	$	14,075,386
Accounts Payable	$	(21,705)
Deferred Revenues - Housing Loans	$	(14,075,386)
Total	$	7,064,259

EXPENDITURES

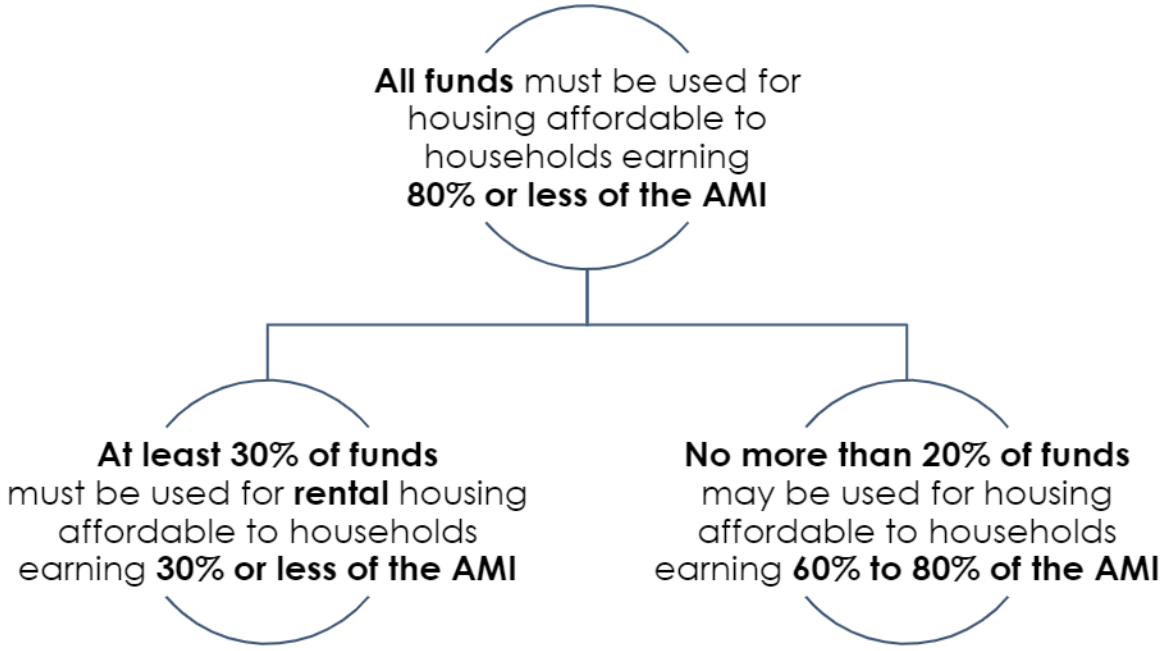
The law provides the following guidelines for expenditures from the Housing Asset Fund:

1. Administrative costs, which include housing monitoring expenses, are capped at $200,000 (adjusted annually commensurate with the change in the Consumer Price Index) or 5% of the statutory value of real property owned by the housing successor and of loans and grants receivable, whichever is greater. In the Housing Authority's case, the latter is greater. As shown in Table 3 below, the Housing Authority's administrative costs have not exceeded the annual allowance since FY 2019-20.

2. A housing successor is authorized to spend up to $250,000 per year on rapid rehousing solutions for homelessness prevention if the housing successor has fulfilled the former ICRA's outstanding housing production requirements. At redevelopment dissolution, the former ICRA had an outstanding obligation of 12 replacement bedrooms, all of which the Housing Authority has since replaced. Thus, the Housing Authority is permitted to make expenditures on rapid rehousing. As shown in Table 3, the Housing Authority has not made any expenditures on rapid rehousing since FY 2019-20.

3. Remaining expenditures must be spent to develop housing affordable to households earning 80% or less of the area median income ("AMI"). This means that no funding may be spent on moderate-income households, as was previously allowable by redevelopment law. Additionally, of the money expended, a minimum of 30% must be spent on rental housing for

households earning 30% or less of the AMI ("extremely-low income"), and a maximum of 20% may be spent on housing for households earning between 60% and 80% of the AMI ("low-income"). These limits are shown in the below graphic.



Failure to comply with the 30% extremely low-income requirement in any five-year period would result in the Housing Authority being required to expend 50% of remaining funds on extremely low-income rental units until in compliance. Exceeding the expenditure limit for households earning between 60% and 80% of the AMI in any five-year reporting period will result in the Housing Authority not being permitted to expend any funds on these income categories until in compliance.

Note that housing successors must report expenditures by household income category each year, but compliance is assessed every five years. For example, a housing successor could spend all funds in a single year on households earning between 60% and 80% of the AMI, as long as the amount spent on those households was 20% or less of the total expenditures during the entire five-year compliance period. The second compliance period is from FY 2019-20 through FY 2023-24. Thus, FY 2022-23 is the fourth year of the second five-year compliance period.

As shown in Table 3 below, the Housing Authority has not met all requirements for expenditures by income level from July 1, 2019 through June 30, 2023. However, the Housing Authority has until the end of the second five-year compliance period (June 30, 2024) to become compliant. In FY 2022-23, the Housing Authority spent no funds on rapid rehousing or affordable housing development. The only FY 2022-23 expenditures were for administrative expenses, which totaled $365,588. This amount is within the allowable allowance for the fiscal year.

Housing Asset Fund Expenditures Table 3

Irwindale Housing Authority

H&SC Section 34176.1 Compliance by Fiscal Year	Expenses with Annual Limitations		Expenses with Limitations for Total Expenditures in the Five-Year Compliance Period (FY 2019-20 through 2023-24)				
			Development Expenses				
	Admin/ Monitoring[1]	Rapid Rehousing	<30% AMI Rental Units	60-80% AMI	Above 80% AMI	Other	TOTAL
FY 2022-23 Expenditures	$365,588	$0	$0	$0	$0	$0	**$0**
FY 2022-23 Limitations	$703,769	$250,000	-	-	-	-	-
Compliant (Yes/No)	**YES**	**YES**					
FY 2021-22 Expenditures	$410,537	$0	$0	$316,493	$0	$2,562,900	**$2,879,393**
FY 2021-22 Limitations	$780,575	$250,000	-	-	-	-	-
Compliant (Yes/No)	**YES**	**YES**					
FY 2020-21 Expenditures	$474,991	$0	$0	$0	$0	$77,768	**$77,768**
FY 2020-21 Limitations	$695,634	$250,000	-	-	-	-	-
Compliant (Yes/No)	**YES**	**YES**					
FY 2019-20 Expenditures	$283,260	$0	$0	$663	$0	$2,349,131	**$2,349,794**
FY 2019-20 Limitations	$759,319	$250,000	-	-	-	-	-
Compliant (Yes/No)	**YES**	**YES**					
TOTAL DEVELOPMENT EXPENDITURES	**-**	**-**	**$0**	**$317,156**	**$0**	**$4,989,799**	**$5,306,955**
Limitations	-	-	>30%	<20%	0%	N/A	-
Expenditure Proportionality as of End of FY 2022-23	-	-	0%	6%	0%	94%	-
Compliant as of End of FY 2022-23 (Yes/No)	**-**	**-**	**NO**	**YES**	**YES**	**-**	**-**

[1] Annual administrative and monitoring expenditures are capped at $200,000 (adjusted annually commensurate with the change in the Consumer Price Index) or a percentage of the statutory value of the housing successor's real property and loans and grants receivable, whichever is greater; the percentage is 2% in Fiscal Years 2013-14 and 2014-15 and 5% thereafter. Thus, the cap can vary each year, as it has in the Housing Authority's case.

STATUTORY VALUE OF REAL PROPERTIES AND LOAN RECEIVABLES

The Housing Authority must report on the statutory value of real property and loans and grants transferred from the former ICRA to the Housing Asset Fund, as well as real property purchased with Housing Asset Fund monies and loans and grants made by the housing successor, shown in Table 4.

Fiscal Year 2022-23 Real Properties and Receivables **Table 4**
Irwindale Housing Authority

Asset	Amount
Real Properties	
Subtotal	*$0*
Loan Receivables	
Housing Subsidy Loans	$13,158,930
Housing Rehabilitations Loans	$911,042
Property Tax Loans	$5,414
Subtotal	*$14,075,386*
Total	**$14,075,386**

MONEY TRANSFERS FOR JOINT PROJECTS

H&SC Section 34176.1(c)(2) allows two or more housing successors within a county, within a single metropolitan statistical area, within 15 miles of each other, or that are in contiguous jurisdictions to enter into an agreement to transfer funds among their respective Low and Moderate Income Housing Asset Funds.

The law requires housing successors to provide (a) a description of any transfers made to other housing successors for joint projects and (b) a description of and status update on any project for which transferred funds have been or will be expended if that project has not yet been placed in service.

On May 8, 2019, the Housing Authority Board approved Resolution No. HA 2019-02-075 authorizing the Housing Authority to transfer an amount not to exceed $550,000 from its Housing Asset Fund to the Housing Authority of the County of Los Angeles. In FY 2018-19, the Housing Authority transferred $539,000 to the Housing Authority of the County of Los Angeles for the development of 34 apartment units located at 4101-4117 Whittier Boulevard in unincorporated East Los Angeles County. The 34 units includes 33 permanent supportive housing units and one manager's unit. The target population to be served by this project is homeless veterans and homeless persons with mental illness. The transferred funds were used to assist only rental units that are affordable to households earning no more than 30% AMI. The Certificate of Occupancy was issued for the project in March 2023. The building achieved full occupancy in August 2023.

PROJECTS FUNDED THROUGH RECOGNIZED OBLIGATION PAYMENTS SCHEDULES

The law requires housing successors to provide a description of (a) any project for which the housing successor receives or holds property tax revenue received pursuant to ROPS and (b) the status of that project. In FY 2022-23, the Housing Authority did not receive any property tax revenue for projects pursuant to ROPS.

PROPERTY DISPOSITION COMPLIANCE

H&SC Section 34176.1(e) requires that all real properties acquired by the ICRA prior to February 1, 2012 and transferred to the Housing Authority be developed pursuant to the requirements detailed in H&SC Section 33334.16. Development for affordable housing purposes must be initiated for all properties that fall within these parameters by five years from the date that the DOF approved the Housing Asset Transfer Form, which was September 5, 2017 in the Housing Authority's case. If the Housing Authority is unable to develop these properties within the five-year period, the law does allow for a five-year extension via adoption of a resolution.

One property, consisting of three parcels located at 16203, 16223, and 16233 Arrow Highway, was purchased by the former ICRA in 2008 and transferred to the Housing Authority after redevelopment dissolution. As of September 5, 2017 (the Housing Authority's five-year property disposition deadline), the Housing Authority was under contract to sell the property, which constitutes initiation of development for affordable housing purposes. Nonetheless, out of an abundance of caution, the Housing Authority Board adopted a resolution in December 2017 that extended the deadline for five years to September 5, 2022. On April 3, 2020, the Housing Authority sold the property to Panattoni Development Company for $4,150,000. Upon the close of escrow, designated the sales proceeds for the development of affordable housing. Thus, the Housing Authority complied with H&SC Section 34176.1(e).

OUTSTANDING INCLUSIONARY AND REPLACEMENT HOUSING OBLIGATIONS

At the time of redevelopment dissolution, the former ICRA had an outstanding obligation of 7 units with 12 replacement bedrooms. The Housing Authority is required to fulfill this obligation. Pursuant to H&SC Section 33413(f), the Housing Authority may replace the removed or destroyed units with a fewer number of units if (1) the total number of bedrooms in the replacement units equal or exceed the number of bedrooms in the destroyed units and (2) the replacement units are affordable to the same income level as the destroyed units. As of the end of Fiscal Year 2017-18, the Housing Authority replaced all 12 bedrooms. These replacement units are affordable to the same income level as the destroyed units. Thus, the Housing Authority complied with H&SC Section 33413(f).

SENIOR HOUSING EXPENDITURE PROPORTIONALITY

This report must include an accounting of the percentage of deed-restricted rental housing units restricted to seniors and assisted by the housing successor, the former ICRA, and the City within the past 10 years, compared to the total number of deed-restricted rental housing units assisted by those three agencies within the past 10 years. If this percentage is greater than 50 percent, the Housing Authority is prohibited from the use of additional Housing Asset Funds to subsidize any senior rental units. The former ICRA has assisted 25 affordable rental housing units since June 30, 2013, 100% of which are restricted to seniors at the Las Casitas Senior Apartment Complex; neither the Housing Authority nor the City assisted any rental housing units. However, the Housing Authority is obligated to continue subsidizing the rents at the units at the Las Casitas Senior Apartment Complex, pursuant to agreements that predate the January 1, 2014 effective date of SB 341. As such, the Housing Authority will continue to abide by these agreements by subsidizing the rents at the Las Casitas Senior Apartment Complex with Housing Asset Funds.

EXCESS SURPLUS

Excess surplus calculations were once performed by redevelopment agencies on an annual basis and were intended to ensure that funds are expended to benefit low-income households in an

expeditious manner. The law reinstates this calculation for housing successors. Excess surplus is defined by H&SC Section 34176.1(d) as "an unencumbered amount in the account that exceeds the greater of one million dollars, or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years, whichever is greater." Generally speaking, funds should be encumbered within four years of receipt.

As shown in Table 5, the Housing Authority accumulated an excess surplus of $2,193,391 in FY 2021-22. In accordance with HSC Section 4176.1(d), a housing successor shall encumber any excess surplus or transfer the funds appropriately within three fiscal years. If the housing successor fails to comply with this subdivision, the housing successor, within 90 days of the end of the third fiscal year, shall transfer any excess surplus to the California Department of Housing and Community Development for expenditure pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program. Table 5 shows that the entire prior year excess surplus of $2,193,391 was eliminated with the FY 2021-22 expenditures totaling $3,289,930. Thus, the Housing Authority expended the FY 2021-22 excess surplus within three fiscal years and will not need to transfer funds to HCD.

Prior Year Excess Surplus Elimination		**Table 5**
Irwindale Housing Authority		
Remaining Excess Surplus from Three Years Prior to Fiscal Year 2022-23		
FY 2019-20	$	-
FY 2020-21	$	-
FY 2021-22	$	2,193,391
Total Excess Surplus from Three Prior Years	**$**	**2,193,391**
Elimination of Prior Year Excess Surplus		
FY 2021-22 Expenditures	$	3,289,930
FY 2022-23 Expenditures	$	365,588
Remaining Prior Year Excess Surplus	**$**	**-**

Table 6 below shows the Housing Authority's excess surplus calculation for FY 2022-23. Based on the calculation shown in Table 6, the unencumbered portion of the FY 2022-23 beginning balance is less than the aggregate amount deposited into the account during the preceding four fiscal years (which exceeds one million dollars). Thus, the Housing Authority does not have an excess surplus for FY 2022-23.

Fiscal Year 2022-23 Excess Surplus Calculation **Table 6**
Irwindale Housing Authority

Fiscal Year	2018-29	2019-20	2020-21	Calculation
Deposits	141,910	2,950,470	329,463	
FY 2022-23 Beginning Balance (cash only)				7,329,893
Less: Encumbered Funds				(5,266,515)
Unencumbered Amount				2,063,378
Step 1				
$1 Million, or				1,000,000
Last 4 Deposits				3,410,061
Result: Larger Number				3,410,061
Step 2				
Unencumbered Amount				2,063,378
Larger Number From Step 1				3,410,061
Fiscal Year 2022-23 Excess Surplus				**-**

INVENTORY OF HOMEOWNERSHIP UNITS

Table 6 on the following shows an inventory of the 123 homeownership units assisted by the former ICRA or the Housing Authority that are subject to covenants, restrictions, or an adopted program that protects the former ICRA's investment of moneys from the Low and Moderate Income Housing Fund pursuant to H&SC Section 33334.3(f). In FY 2022-23, no units were added or eliminated.

No funds have been returned to the Housing Authority as part of an adopted program that protects the former ICRA's investment of moneys from the Low and Moderate Income Housing Fund. Note that the Housing Authority manages all units, rather than contracting with an outside entity.

Fiscal Year 2022-23 Inventory of Assisted Homeownership Units **Table 6**

Irwindale Housing Authority

No.	Address	Assisting Agency	Number of Units
1	16058 Central Street	Former ICRA	1
2	4820 Baca Avenue	Former ICRA	1
3	4819 Baca Avenue	Former ICRA	1
4	4823 Sabre Lane	Former ICRA	1
5	4642 Nora Avenue	Former ICRA	1
6	4821 Baca Avenue	Former ICRA	1
7	4842 Baca Avenue	Former ICRA	1
8	4851 Sabre Lane	Former ICRA	1
9	4817 Baca Avenue	Former ICRA	1
10	5139 Allen Drive	Former ICRA	1
11	5219 Allen Drive	Former ICRA	1
12	5151 Allen Drive	Former ICRA	1
13	5143 Allen Drive	Former ICRA	1
14	2417 Alice Rodriguez Circle	Former ICRA	1
15	2425 Alice Rodriguez Circle	Former ICRA	1
16	15854 Hidalgo Street	Former ICRA	1
17	4642 Fraijo Avenue	Former ICRA	1
18	2421 Alice Rodriguez Circle	Former ICRA	1
19	2469 Alice Rodriguez Circle	Former ICRA	1
20	2437 Alice Rodriguez Circle	Former ICRA	1
21	15850 Hidalgo Street	Former ICRA	1
22	726 Meridian Street	Former ICRA	1
23	2445 Alice Rodriguez Circle	Former ICRA	1
24	2473 Alice Rodriguez Circle	Former ICRA	1
25	2465 Alice Rodriguez Circle	Former ICRA	1
26	2477 Alice Rodriguez Circle	Former ICRA	1
27	2455 Alice Rodriguez Circle	Former ICRA	1
28	2409 Alice Rodriguez Circle	Former ICRA	1
29	2405 Alice Rodriguez Circle	Former ICRA	1
30	2413 Alice Rodriguez Circle	Former ICRA	1
31	2461 Alice Rodriguez Circle	Former ICRA	1
32	4638 Fraijo Avenue	Former ICRA	1
33	5135 Allen Drive	Former ICRA	1
34	2430 Alice Rodriguez Circle	Former ICRA	1
35	2474 Alice Rodriguez Circle	Former ICRA	1
36	2410 Alice Rodriguez Circle	Former ICRA	1
37	2402 Alice Rodriguez Circle	Former ICRA	1
38	2470 Alice Rodriguez Circle	Former ICRA	1
39	2442 Alice Rodriguez Circle	Former ICRA	1
40	4658 Fraijo Avenue	Former ICRA	1
41	2401 Alice Rodriguez Circle	Former ICRA	1
42	2434 Alice Rodriguez Circle	Former ICRA	1
43	2424 Park Rose Avenue	Former ICRA	1
44	15828 Juarez Street	Former ICRA	1
45	15830 Hidalgo Street	Former ICRA	1
46	2414 Park Rose Avenue	Former ICRA	1
47	2440 Ruelas Street	Former ICRA	1
48	4608 Nora Avenue	Former ICRA	1
49	15823 Juarez Street	Former ICRA	1
50	16133 Progress Lane	Former ICRA	1
51	2415 Ruelas Street	Former ICRA	1
52	16164 Calle de Paseo	Former ICRA	1
53	16134 Progress Lane	Former ICRA	1
54	16134 Central Street	Former ICRA	1
55	16135 Peppertree Lane	Former ICRA	1
56	16169 Progress Lane	Former ICRA	1
57	16148 Calle de Paseo	Former ICRA	1
58	16144 Calle de Paseo	Former ICRA	1
59	737 Shrode Avenue	Former ICRA	1
60	16024 Calle de Paseo	Former ICRA	1
61	4611 Nora Avenue	Former ICRA	1
62	4617 Nora Avenue	Former ICRA	1
63	5113 Allen Drive	Former ICRA	1
64	16081 Calle del Norte	Former ICRA	1
65	5105 Allen Drive	Former ICRA	1
66	4653 Nora Avenue	Former ICRA	1
67	16165 Progress Lane	Former ICRA	1
68	16145 Peppertree Lane	Former ICRA	1
69	16044 Calle de Paseo	Former ICRA	1
70	16050 Calle de Paseo	Former ICRA	1
71	4636 Fraijo Avenue	Former ICRA	1
72	16047 Peppertree Lane	Former ICRA	1
73	16124 Calle de Paseo	Former ICRA	1
74	4611 Fraijo Avenue	Former ICRA	1
75	4647 Nora Avenue	Former ICRA	1
76	4612 Fraijo Avenue	Former ICRA	1
77	4825 Calle del Sur	Former ICRA	1
78	16160 Progress Lane	Former ICRA	1
79	16129 Progress Lane	Former ICRA	1
80	4870 Sabre Lane	Former ICRA	1
81	4622 Nora Avenue	Former ICRA	1
82	5247 Morada Street	Former ICRA	1
83	16071 Calle del Norte	Former ICRA	1
84	16027 Martinez Street	Former ICRA	1
85	4635 Fraijo Avenue	Former ICRA	1
86	16147 Progress Lane	Former ICRA	1
87	4841 Calle del Sur	Former ICRA	1
88	2446 Ruelas Street	Former ICRA	1
89	4655 Fraijo Avenue	Housing Authority	1
90	2449 Alice Rodriguez Circle	Housing Authority	1
91	16161 Peppertree Lane	Housing Authority	1
92	16046 Peppertree Lane	Housing Authority	1
93	16023 Calle Breceda	Housing Authority	1
94	5130 Irwindale Avenue	Housing Authority	1
95	16021 Calle Breceda	Housing Authority	1
96	16017 Calle Breceda	Housing Authority	1
97	16019 Calle Breceda	Housing Authority	1
98	15850 Juarez St	Housing Authority	1
99	15854 Juarez St	Housing Authority	1
100	16015 Calle Breceda	Housing Authority	1
101	4811 Baca Ave	Housing Authority	1
102	4815 Baca Ave	Housing Authority	1
103	4813 Baca Ave	Housing Authority	1
104	15812 Hidalgo St	Housing Authority	1
105	15821 Hidalgo St	Housing Authority	1
106	15810 Hidalgo St	Housing Authority	1
107	4610 Nora Avenue	Housing Authority	1
108	4612 Nora Avenue	Housing Authority	1
109	4614 Nora Avenue	Housing Authority	1
110	5138 Irwindale Avenue	Housing Authority	1
111	5134 Irwindale Avenue	Housing Authority	1
112	4824 Baca Avenue	Housing Authority	1
113	4828 Baca Avenue	Housing Authority	1
114	4833 Sabre Lane	Housing Authority	1
115	4841 Sabre Lane	Housing Authority	1
116	4605 Nora Avenue	Housing Authority	1
117	700 Ambriz Street	Housing Authority	1
118	701 Ambriz Street	Housing Authority	1
119	704 Ambriz Street	Housing Authority	1
120	705 Ambriz Street	Housing Authority	1
121	708 Ambriz Street	Housing Authority	1
122	709 Ambriz Street	Housing Authority	1
123	713 Ambriz Street	Housing Authority	1
TOTAL UNITS			**123**

APPENDIX: 2022-23 IRWINDALE HOUSING SUCCESSOR INDEPENDENT AUDITORS' REPORT & BASIC FINANCIAL STATEMENTS

IRWINDALE HOUSING SUCCESSOR
IRWINDALE, CALIFORNIA

FOR THE YEAR ENDED JUNE 30, 2023

FINANCIAL STATEMENTS

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IRWINDALE HOUSING SUCCESSOR
IRWINDALE, CALIFORNIA

FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2023

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IRWINDALE HOUSING SUCCESSOR
IRWINDALE, CALIFORNIA

FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2023

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INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and the governmental fund information of the Housing Successor Agency (the ""Fund"), a special revenue fund of the City of Chula Vista, California (the "City"), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Fund's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the governmental fund information of the Fund, as of June 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

Fund Financial Statements

As discussed in Note 1, the financial statements of the Fund are intended to present the financial position and the changes in financial position of only that portion of the governmental activities and the governmental fund information of the City that is attributable to the transactions of the Fund. They do not purport to, and do not, present fairly the financial position of the City, as of June 30, 2023 and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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LSL CPAs AND ADVISORS

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Budgetary Comparison Schedule, as listed on the table of contents, presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

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LSL CPAs AND ADVISORS

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Fund's basic financial statements. The Computation of Housing Successor Excess/Surplus schedule (supplementary information) is presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated _____, 2023, on our consideration of the City's internal control over the Fund's financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over the Fund's financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over the Fund's financial reporting and compliance.

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Lance, Soll & Lunghard, LLP

Brea, California
_____, 2023

IRWINDALE HOUSING SUCCESSOR

STATEMENT OF NET POSITION
JUNE 30, 2023

	Governmental Activities
Assets:	
Cash and investments	$ 7,031,418
Receivables:	
Notes and loans	14,075,386
Accrued interest	54,546
Total Assets	**21,161,350**
Liabilities:	
Accounts payable	21,705
Total Liabilities	**21,705**
Net Position:	
Restricted for:	
Low and Moderate Housing	21,139,645
Total Net Position	**$ 21,139,645**

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See Notes to Financial Statements.

IRWINDALE HOUSING SUCCESSOR

STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2023

	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Contributions and Grants	Program Revenues: Capital Contributions and Grants	Net (Expenses) Revenues and Changes in Net Position: Governmental Activities
Functions/Programs					
Primary Government:					
Governmental Activities:					
Public safety	$ 1,901,710	$ -	$ -	$ -	$ (1,901,710)
Total Governmental Activities	**$ 1,901,710**	**$ -**	**$ -**	**$ -**	**(1,901,710)**
Use of money and property					170,180
Total General Revenues					**170,180**
Change in Net Position					(1,731,530)
Net Position at Beginning of Year					22,871,175
Net Position at End of Year					**$ 21,139,645**

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See Notes to Financial Statements.

IRWINDALE HOUSING SUCCESSOR

BALANCE SHEET
JUNE 30, 2023

	Housing Successor Fund
Assets:	
Pooled cash and investments	$ 7,031,418
Receivables:	
Notes and loans	14,075,386
Accrued interest	54,546
Total Assets	**$ 21,161,350**
Liabilities, Deferred Inflows of Resources, and Fund Balances:	
Liabilities:	
Accounts payable	$ 21,705
Total Liabilities	**21,705**
Deferred Inflows of Resources:	
Unavailable revenues	14,075,386
Total Deferred Inflows of Resources	**14,075,386**
Fund Balances:	
Restricted for:	
Housing activities	7,005,771
Assigned to:	
Continuing appropriations	58,488
Total Fund Balances	**7,064,259**
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	**$ 21,161,350**

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See Notes to Financial Statements.

IRWINDALE HOUSING SUCCESSOR

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
JUNE 30, 2023

Fund balances of governmental funds	$	7,064,259
Amounts reported for governmental activities in the statement of net position are different because:		
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.		14,075,386
Net Position of Governmental Activities	**$**	**21,139,645**

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See Notes to Financial Statements.

IRWINDALE HOUSING SUCCESSOR

STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
YEAR ENDED JUNE 30, 2023

	Housing Successor Fund
Revenues:	
Use of money and property	$ 170,180
Total Revenues	**170,180**
Expenditures:	
Current:	
General government	365,589
Total Expenditures	**365,589**
Net Change in Fund Balances	(195,409)
Fund Balances, Beginning of Year	7,259,668
Fund Balances, End of Year	**$ 7,064,259**

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See Notes to Financial Statements.

IRWINDALE HOUSING SUCCESSOR

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2023

Net change in fund balances - total governmental funds	$ (195,409)
Amounts reported for governmental activities in the statement of activities are different because:	
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.	(1,536,121)
Change in Net Position of Governmental Activities	**$ (1,731,530)**

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See Notes to Financial Statements.

I. SIGNIFICANT ACCOUNTING POLICIES

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Financial Reporting Entity

The Irwindale Housing Successor Fund (Housing Successor) was established on February 1, 2012, pursuant to the California Housing Authority Law codified under the State of California Health and Safety Code, Section 34200 et seq. The restricted resources and assets from the former Irwindale Community Redevelopment Agency's low- and moderate-income housing fund was transferred to the City's Low and Moderate Housing Asset Fund, a fund within the Irwindale's Housing Authority. The City Council became the governing board commissioners of the Housing Authority. The Housing Successor is part of the Irwindale Housing Authority, which was established for the development of low- and moderate-income housing in the City. The Housing Authority was formed for the purposes of construction and management of quality affordable housing within the City.

The Housing Authority is controlled by the City of Irwindale (City) and, accordingly, the accompanying financial statements are included as a component of the basic financial statements prepared by the City. A component unit is a separate governmental unit, agency or nonprofit corporation which when combined with all other component units, constitutes the reporting entity as defined in the City's basic financial statements.

The Irwindale Housing Successor accounts for transactions related to affordable housing activities. Revenues include bond proceeds held by the Irwindale Successor Agency that will be transferred for use into this fund for affordable housing activities.

B. Basis of Presentation

The City's financial statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the component unit. Eliminations have been made to minimize the double counting of internal activities. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segments are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

While separate government-wide and fund financial statements are presented, they are interrelated.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of

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NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

D. Assets, Liabilities and Net Position or Equity

Cash and Investments

The Housing Successor's cash, and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. For financial statement presentation purposes, cash and cash equivalents are shown as both unrestricted and restricted cash and investments.

Investments are reported at fair value, the value at which a financial instrument could be exchanged in a current transaction between willing parties, other than a forced liquidation sale. The City's policy is generally to hold investments until maturity or until market values equal or exceed cost. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

Land Held for Resale

Land purchased for resale is capitalized as inventory at acquisition costs or net realizable value, if lower. Land held for resale is offset by non-spendable fund balance, which indicates that it does not constitute "available spendable resources." Other property held for resale is capitalized as inventory and is recorded at cost.

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NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The Housing Successor does not carry an item that qualifies for reporting in this category.

In addition to liabilities, the statement of net position or the balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from various sources: taxes, long-term loans, and grant monies. These amounts are deferred and recognized as an inflow of resources in the period the amounts become available.

Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Equity

In the fund financial statements, government funds report the following fund balance classification:

Nonspendable include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted include amounts that are constrained on the use of resources by either (a) external creditors, grantors, contributors, or laws of regulations of other governments or (b) by law through constitutional provisions or enabling legislation.

Committed include amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest authority, the City Council. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution. The City did not have any committed fund balance as of June 30, 2023.

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NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assigned include amounts that are constrained by the government's intent to be used for specific purposes but are neither restricted nor committed. The City Manager is authorized to assign amounts to a specific purpose, which was established by the governing body in Resolution No. 2011-32 approved on June 21, 2011. The Housing Successor did not have any assigned fund balance as of June 30, 2023.

Unassigned include the residual amounts that have not been restricted, committed, or assigned to specific purposes.

An individual governmental fund could include nonspendable resources and amounts that are restricted or unrestricted (committed, assigned, or unassigned) or any combination of those classifications. Restricted amounts are to be considered spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available and committed, assigned, then unassigned amounts are considered to have been spent when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

II. DETAILED NOTES

NOTE 2: CASH AND CASH EQUIVALENTS

As of June 30, 2023, cash and investments were reported in the accompanying financial statements as follows:

Pooled cash and investments	$ 1,391,266
Investments - LAIF	5,640,152
Total cash and cash equivalents	$ 7,031,418

The Housing Successor's fund is pooled with the City of Irwindale's cash and investments in order to generate optimum interest income. The pooled interest earned is allocated quarterly based on the month end cash balances. The City values its cash and investments in accordance with the provisions of Governmental Accounting Standards Board Statement No. 72 (GASB 72), *Fair Value Measurement and Application*, which requires governmental entities to use valuation techniques that are appropriate under the circumstances and for which sufficient data are available to measure fair value. Citywide information concerning cash and investments for the year ended June 30, 2023, including authorized investments, custodial credit risk, credit risk, interest rate risk, concentration of investments, and carrying amount and market value of deposits and investments is available in the annual financial report of the City.

III. OTHER INFORMATION

NOTE 3: DEFERRED AND LOANS RECEIVABLE

The City's Former Irwindale Community Redevelopment Agency (Agency) made subsidy and rehabilitation loans that are to be forgiven when agreement covenants are met. As of June 30, 2023, the outstanding amounts for subsidy and rehabilitation loans are $13,158,930 and $911,042, respectively. Additionally, there is an outstanding amount of property tax loan receivable of $5,414. The loans receivables are reported as unavailable revenue at June 30, 2023.

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NOTE 4: LAND HELD FOR RESALE

The City's Former Irwindale Community Redevelopment Agency (Agency) acquired several parcels of land as part of its primary purpose to develop or redevelop blighted properties. As of June 30, 2023, the Housing Successor did not have any land held for resale.

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IRWINDALE HOUSING SUCCESSOR

BUDGETARY COMPARISON SCHEDULE
HOUSING SUCCESSOR FUND
YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget
	Original	Final	Amounts	Positive (Negative)
Budgetary Fund Balance, July 1	$ 7,259,668	$ 7,259,668	$ 7,259,668	$ -
Resources (Inflows):				
Use of money and property	25,000	25,000	170,180	145,180
Amounts Available for Appropriations	**7,284,668**	**7,284,668**	**7,429,848**	**145,180**
Charges to Appropriations (Outflow):				
General government	538,270	611,165	365,589	245,576
Total Charges to Appropriations	**538,270**	**611,165**	**365,589**	**245,576**
Budgetary Fund Balance, June 30	**$ 6,746,398**	**$ 6,673,503**	**$ 7,064,259**	**$ 390,756**

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IRWINDALE HOUSING SUCCESSOR

COMPUTATION OF LOW AND MODERATE INCOME HOUSING FUND EXCESS/SURPLUS YEAR ENDED JUNE 30, 2023

	Low and Moderate Housing Funds All Project Area July 1, 2022		Low and Moderate Housing Funds All Project Area July 1, 2023	
Opening Fund Balance		$ 7,259,668		$ 7,064,259
Less Unavailable Amounts:				
Encumbrances (Section 33334.12 (g)(2))	$ (5,266,515)		$ (2,390,564)	
		(5,266,515)		(2,390,564)
Available Low and Moderate Income Housing Funds		1,993,153		4,673,695
Limitation (greater of $1,000,000 or four years set-aside)				
Set-Aside for last four years:				
2022 - 2023			170,180	
2021 - 2022	(11,782)		(11,782)	
2020 - 2021	329,463		329,463	
2019 - 2020	2,950,470		2,950,470	
2018 - 2019	141,910		141,910	
Total	**$ 3,410,061**		**$ 3,580,241**	
Base Limitation	**$ 1,000,000**		**$ 1,000,000**	
Greater amount		3,410,061		3,580,241
Computed Excess/Surplus		**None**		**$ 1,093,454**

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Please note: In accordance with HSC34176.1(d) If a housing successor has an excess surplus, the housing successor shall encumber the excess surplus for the purposes described in paragraph (3) of subdivision (a) or transfer the funds pursuant to paragraph (2) of subdivision (c) within three fiscal years. If the housing successor fails to comply with this subdivision, the housing successor, within 90 days of the end of the third fiscal year, shall transfer any excess surplus to the Department of Housing and Community Development for expenditure pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program. For purposes of this subdivision, "excess surplus" shall mean an unencumbered amount in the account that exceeds the greater of one million dollars ($1,000,000) or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years, whichever is greater.

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Housing Successor special revenue fund of City of Irwindale, California (the "City"), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Fund's basic financial statements, and have issued our report thereon dated _____, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over the Fund's financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including the requirements of California Health and Safety Code Applicable to California Housing Successor Agencies, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed the following instance of noncompliance or other matters that are required to be reported under *Government Auditing Standards:* 2023-001. This matter is described in the accompanying schedule of findings and questioned costs.

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To the Honorable Mayor and Members of the City Council
City of Irwindale, California

City's Response to Findings

The City's response to the findings identified in our audit was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lance, Soll & Lunghard, LLP

Brea, California
XXXX, 2023

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To the Honorable Mayor and Members of the City Council
City of Irwindale, California

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Late Submission of Annual Progress Report

Reference Number: 2023-001

Evaluation of Finding:
Noncompliance

Criteria:
Senate Bill 341 (SB 341) requires all successor housing entities to comply with annual report requirements. One requirement is for the City to report housing financial and activity information by including specified information with the Annual Progress Report (APR) required to be annually submitted to the Department of Housing and Community Development (HCD) by April 1st of the subsequent year pursuant to the State of California housing law in reporting progress in implementing the housing element.

Condition:
As part of our audit procedures, we noted that the APR for the fiscal year ended June 30, 2022, was submitted to HCD on April 6, 2023.

Cause of Condition:
The City's inability to submit the APR timely was due to the timing of the deadline and available staffing at the City. It was noted that April 1st fell on a non-business day, and staff availability rendered the City unable to submit the APR by the April 3rd deadline. The report was submitted upon the availability of required personnel.

Effect or Potential Effect of Condition:
The effect is unknown.

Recommendation:
The City should implement policies and procedures to ensure timely reporting of the APR to HCD by April 1st of the subsequent year.

Management's Response and Corrective Action:
The City has assigned a specific staff member to this report, with the deadline scheduled for the responsible department. Based on available staff resources, the filing will remain an action item and the intent is to submit it by the deadline.

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
AND ON INTERNAL CONTROL OVER COMPLIANCE

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

Report on Compliance

Opinion

We have audited the Irwindale Housing Successor, California (the "Housing Successor")'s compliance with the types of compliance requirements identified as subject to audit in the California Health and Safety Code sections applicable to California Housing Successor Agencies (the "HSC") for the year ended June 30, 2023.

In our opinion, the Housing Successor complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Housing Successor's compliance with the HSC for the year ended June 30, 2023.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of the HSC. Our responsibilities under those standards and the HSC are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Housing Successor and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the Program. Our audit does not provide a legal determination of the Housing Successor's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Program.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Housing Successor's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the HSC will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the

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compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Housing Successor's compliance with the requirements the HSC as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the HSC, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Housing Successor's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the Housing Successor's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the HSC, but not for the purpose of expressing an opinion on the effectiveness of the Housing Successor's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of the HSC on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of the HSC will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of the HSC that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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CPAs AND ADVISORS

To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the HSC. Accordingly, this report is not suitable for any other purpose.

Lance, Soll & Lunghard, LLP

Brea, California
_____, 2023

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IRWINDALE CITY COUNCIL CHAMBERS **SEPTEMBER 13, 2023**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **8:46 P.M.**

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

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

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Armando Hegdahl, Management Analyst

AB 2449 DISCLOSURES None.

ANNOUNCEMENT

MANAGEMENT ANALYST HEGDAHL

Management Analyst Hegdahl announced the following:

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

CONSENT CALENDAR

MOTION

A motion was made by Board Member Breceda, seconded by Board Member Garcia, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 24
MINUTES

MINUTES

The following minutes were approved:

A) Regular meeting held June 5, 2023

ITEM NO. 25
2023 3rd QUARTER MINING REPORT OF NINE (9) SMARA PITS

2023 3rd QUARTER MINING REPORT OF NINE (9) SMARA PITS

The report was received and filed.

ITEM NO. 26
INVESTMENT QUARTERLY REPORT FOR FISCAL

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING JUNE 30, 2023

The Investment Quarterly Report for the fiscal quarter ending

QUARTER ENDING JUNE 30, 2023

June 30, 2023, was received and filed.

SPONTANEOUS COMMUNICATIONS

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:47 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

Item #42.B.

City of IRWINDALE
AGENDA REPORT

Date: December 13, 2023

To: Honorable Chair and Members of the Reclamation Authority Board

From: Julian A. Miranda, Executive Director

Issue: Investment Quarterly Report for Fiscal Quarter Ending September 30, 2023.

City Manager's Recommendation:

That the Reclamation Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending September 30, 2023.

Administrative Action:

Submitted/Prepared by:

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, Executive Director — Electronically Approved

Background and Analysis:

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

The City's Investment Policy applies to all funds held by the City, Housing Authority, Successor Agency, and Reclamation Authority. The Reclamation Authority's funds are included in the City's cash and investment balances. The Investment Report for the quarter ending September 30, 2023, was presented to the City Council, Housing Authority, and Successor Agency Board on October 25, 2023. The Reclamation Authority Board was not scheduled to meet on that date, and therefore it is appropriate to present the same Quarterly Investment Report to the Reclamation Authority during their next regularly scheduled meeting.

The attached Investment Report summarizes the cash balances and investments as of September 30, 2023, for each agency. The City of Irwindale balance includes investments of all funds of the City and its agencies, including the Reclamation Authority, which are pooled to maximize the interest yield. The cash balances in the general and money market accounts also include all funds of the City and its agencies, which also earn interest on the pooled cash balances. All investments comply with the City's Investment Policy.

Fiscal Impact:

None.

Attachments:

1. Investment Quarterly Report for Fiscal Quarter Ending September 30, 2023

CITY OF IRWINDALE
INVESTMENT REPORT
September 30, 2023

SECURITY DESCRIPTION	PAR VALUE / ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MKT VALUE / ENDING BALANCE	INVESTMENT RATINGS
CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
BMO GENERAL ACCOUNT	$ 2,343,547	0.36%			$ 2,343,547	
WELLS FARGO BANK GENERAL ACCOUNT	$ 5,589,991	1.65%			$ 5,589,991	
WELLS FARGO BANK MONEY MARKET ACCOUNT	$ 173,655	5.22%			$ 173,655	
LOCAL AGENCY INVESTMENT FUND (LAIF)	$ 50,554,898	3.59%			$ 49,872,929	
US GOVERNMENT AGENCIES						
FEDERAL HOME LN BKS CONS BD (FHLB)	$ 5,000,000	0.52%	07/28/21	01/28/25	$ 4,680,046	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,608,567	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,680,252	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,474,751	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,498,053	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,445,247	Aaa / AA+
FEDERAL HOME LN BKS (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,500,662	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.42%	08/29/22	11/15/24	950,858	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.45%	08/29/22	12/27/24	948,774	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.28%	08/29/22	02/22/27	899,520	Aaa / AA+
Sub-Total US Government Agencies:	$ 36,000,000				$ 32,686,730	
MUNICIPAL BONDS						
CALIFORNIA STATE TAXABLE	$ 1,000,000	3.35%	08/30/22	04/01/24	$ 987,344	Aa2 / AA-
BAY AREA CALIFORNIA TOLL AUTHORITY	1,000,000	3.50%	08/30/22	04/01/25	954,739	Aa3 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.30%	01/09/23	10/01/26	1,015,660	Aa2 / AA-
COAST COMMUNITY COLLEGE DISTRICT CALIFORNIA	1,000,000	4.22%	02/09/23	08/01/26	924,817	Aa1/AA+
CALIFORNIA STATE TAXABLE	1,000,000	4.00%	04/26/23	04/01/28	938,999	Aa2 / AA-
UNIVERSITY OF CALIFORNIA	1,000,000	3.90%	05/17/23	05/15/27	874,542	Aa2 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.48%	07/13/23	04/01/28	938,999	Aa2 / AA-
CITY OF LOS ANGELES	2,190,000	4.85%	09/28/23	09/01/28	1,884,184	Aa2 / AA
Sub-Total Municipal Bonds:	$ 9,190,000				$ 8,519,284	
CORPORATE BONDS						
WELLS FARGO & COMPANY	$ 2,000,000	6.25%	10/21/22	10/21/27	$ 1,972,829	A1 / BBB+
TOYOTA MOTOR CREDIT CORPORATION	1,000,000	5.00%	11/10/22	10/16/25	910,058	A1 / A+
	$ 3,000,000				$ 2,882,887	
CERTIFICATES OF DEPOSIT						
BANK OF CHINA	$ 245,000	3.159 %	08/31/22	02/28/24	$ 242,660	FDIC Insured
JP MORGAN CHASE BANK	245,000	3.40 %	08/31/22	08/30/24	240,039	FDIC Insured
APEX BANK	245,000	3.153 %	08/31/22	08/30/24	239,485	FDIC Insured
UBS BANK USA	245,000	3.40 %	08/31/22	09/02/25	235,234	FDIC Insured
AMERICAN EXPRESS NATIONAL BANK	245,000	3.35 %	08/31/22	09/02/25	235,073	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50 %	08/31/22	08/31/27	229,831	FDIC Insured
CAPITAL ONE BANK USA	245,000	3.45 %	08/31/22	08/31/27	229,430	FDIC Insured
CAPITAL ONE NATIONAL ASSN VA	245,000	3.45 %	08/31/22	08/31/27	229,430	FDIC Insured
ALLY BANK	245,000	3.35 %	09/01/22	09/01/26	231,544	FDIC Insured
SYNCHRONY BANK	245,000	3.45 %	09/02/22	09/02/27	229,426	FDIC Insured
MEDALLION BANK	245,000	3.25 %	09/07/22	09/08/25	234,488	FDIC Insured
BMO HARRIS BANK	245,000	3.15 %	09/09/22	03/11/24	242,493	FDIC Insured
DR BANK	245,000	3.60 %	09/09/22	09/09/26	233,037	FDIC Insured
SAFRA NATIONAL BANK	245,000	3.05 %	09/09/22	10/10/23	244,826	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	229,418	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	229,418	FDIC Insured
TRADITIONAL CAPITAL BANK	245,000	3.30 %	09/14/22	03/13/26	232,720	FDIC Insured
PONCE BANK	245,000	3.35 %	09/14/22	09/14/27	228,346	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45 %	09/19/22	09/20/27	229,224	FDIC Insured
FIRSTWESTERN TRUST BANK	245,000	4.55 %	01/06/23	01/06/28	238,394	FDIC Insured
PARK STATE BANK	245,000	4.45 %	07/19/23	07/19/28	242,472	FDIC Insured
DISCOVER BANK	245,000	4.55 %	07/19/23	07/17/28	243,730	FDIC Insured
COMENITY CAPITAL BANK	245,000	4.45 %	07/26/23	07/26/28	236,241	FDIC Insured
FIDELITY CO-OPERATIVE BANK	245,000	5.25 %	07/28/23	07/28/28	244,304	FDIC Insured
Sub-Total Certificates of Deposit:	$ 5,880,000				$ 5,651,265	
Total City of Irwindale Investments (Pooled Funds):	**$107,142,100**				**$ 102,130,297**	
HOUSING AUTHORITY (Funds 11 & 12)						
BANK OF THE WEST GENERAL ACCOUNT	$ 1,692,014	0.36%			$ 1,692,014	
WELLS FARGO BANK GENERAL ACCOUNT	0	1.65%			0	
LOCAL AGENCY INVESTMENT FUND (LAIF)	5,772,005	3.59%			5,694,143	
	$ 7,464,019				$ 7,386,157	
SUCCESSOR AGENCY (Funds 50-66)						
BANK OF THE WEST MONEY MARKET ACCOUNT	$ 488,404	0.36%			$ 488,404	
WELLS FARGO BANK GENERAL ACCOUNT	0	1.65%			0	
LOCAL AGENCY INVESTMENT FUND (LAIF)	4,162,481	3.59%			4,106,331	
	$ 4,650,885				$ 4,594,735	
GRAND TOTAL OF INVESTMENTS	**$119,257,004**				**$ 114,111,189**	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 5, 2023.
The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is **1.21** years, and the weighted average yield of the City's pooled investments at cost is **2.84%.** Market prices of securities are obtained directly through Bank Statements. Due to timing, Bank of the West General Account balances are pre-reconciled and yield rates are based on the prior month's account analysis statement.

Approved by K. Borhani

Kambiz Borhani, Finance Director / City Treasurer

City Council Item #42.C.

City of IRWINDALE
AGENDA REPORT

Date: December 13, 2023

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

From: Julian A. Miranda, City Manager/Executive Director

Issue: Investment Policy Review and Delegation of Investment Authority

City Manager's Recommendation:

It is recommended that the City Council/Successor Agency/Housing Authority/Reclamation Authority adopt Joint Resolution No. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 entitled, **"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD RATIFYING THE CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY."**

Administrative Action:

Submitted/Prepared by:

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer — Electronically Approved

Approved by:

Julian A. Miranda, City Manager — Electronically Approved

Background and Analysis:

The City Treasurer is required by the State of California Government Code Section 53646, to present to the City Council the City's Investment Policy on an annual basis or when any change is proposed to be made to the policy.

The City of Irwindale's Investment Policy was last reviewed and approved on June 5, 2023. The City Treasurer has reviewed the current Investment Policy and is recommending appropriate and necessary changes to the overall policy as attached hereto in Exhibit A.

The Investment Policy continues to adhere to the City's objectives of safety, liquidity and yield, and continues delegating investment authority to the City Treasurer.

The Investment Policy requires that an Investment Report be presented to the City Council/Boardmembers on a quarterly basis, which shall present the status of the City's current investment portfolio. In accordance with this requirement, an Investment Report is presented to the City Council/Boardmembers on a quarterly basis.

The next Investment Report will be presented to the City Council/Boardmembers at their regularly scheduled meeting on January 24, 2024, and it will list the combined investment portfolio for the City of Irwindale, Successor Agency, Housing Authority, and Reclamation Authority as of the quarter ending December 31, 2023.

Fiscal Impact:

None.

Attachments:

1. Resolution 2023-92-3470 (Joint with SA,HA, & RA) - Investment Policy
2. Exhibit A - Investment Policy December 2023

RESOLUTION NO. 2023-92-3470
RESOLUTION NO. SA 2023-93-3471
RESOLUTION NO. HA 2023-07-138
RESOLUTION NO. RA 2023-04-039

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

WHEREAS, Section 53646 of the State of California Government Code requires that the City Treasurer render annually to the City Council a statement of investment policy for consideration at a public meeting; and

WHEREAS, the policy was presented by the City Treasurer as a joint item to the City Council, and Boards of the Successor Agency, Housing Authority, and Reclamation Authority at the public meeting held on December 13, 2023; and

WHEREAS, Government Code section 53646 also requires that any change in the policy shall also be reviewed and approved at a public meeting; and

WHEREAS, the City Treasurer, after review of the policy, City Treasurer made appropriate and necessary changes to overall policy; and

WHEREAS, the City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority desire to approve the City of Irwindale Investment Policy by adopting Resolution Numbers 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 respectively, and delegate investment authority to the City Treasurer.

NOW, THEREFORE, **THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD DO HEREBY RESOLVE AS FOLLOWS**:

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

SECTION 2. The City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority have reviewed and hereby approve the Investment Policy attached as Exhibit "A" and made a part hereof.

SECTION 3. The City Council of the City of Irwindale, Board of the Irwindale Housing Authority, Board of the Successor Agency, and Board of the Reclamation Authority delegate the authority to invest the surplus funds of the City of Irwindale, Irwindale Successor Agency, Irwindale Housing Authority, and Irwindale Reclamation Authority to the City Treasurer consistent with the attached Investment Policy.

SECTION 4. The Deputy City Clerk/Agency and Authority Secretary shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2023.

_____
H. Manuel Ortiz, Mayor/Chair

ATTEST:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk/Secretary

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution Nos. 2023-92-3470, SA 2023-93-3471, HA 2023-07-138, and RA 2023-04-039 were adopted jointly at a regular meeting of the City Council of the City of Irwindale held on December 13th, 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk/Secretary

CITY OF IRWINDALE
INVESTMENT POLICY
DECEMBER 2023

1.0 Introduction. The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities of the City of Irwindale, Successor Agency to the Irwindale Redevelopment Agency, Irwindale Housing Authority, and Irwindale Reclamation Authority. As used in this policy, the term "City" may refer to the City, or the City and its related entities for which the members of the City Council serve as the legislative body, as the context may require. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and arranging for a short-term borrowing program which coordinates working capital requirements and investment opportunities.

2.0 Policy. It is the policy of the City of Irwindale to invest public funds not required for immediate day-to-day operations in accordance with the principals of sound treasury management and the provisions of California Government Code § 53600 et seq., the Municipal Code and this policy.

3.0 Scope. This policy applies to all investment activities of the City of Irwindale, except for the proceeds of certain debt issues that are invested and managed by trustees appointed under indenture agreements.

3.1 Pooled Investments. Investments for the City and its component units will be made on a pooled basis, including the City of Irwindale, the Successor Agency to the Irwindale Redevelopment Agency, Irwindale Housing Authority, and Irwindale Reclamation Authority.

All pooled funds are accounted for in the Annual Comprehensive Financial Report (ACFR) of the City of Irwindale. Funds include the General Fund, Special Revenue Funds, Debt Service Fund, Capital Projects Funds and Trust and Agency Funds.

3.2 Investments held separately. Investments of bond proceeds will be held separately when required by the bond indentures or when necessary to meet arbitrage regulations. If allowed by the bond indentures, or if the arbitrage regulations do not apply, investments of bond proceeds will be held as part of the pooled investments. The City's Policy does not apply to funds held in trust in the City's name in pension and other-post-retirement benefit programs.

4.0 Objectives. Section 53600.5 of the California Government Code outlines the primary objectives of a trustee investing public money. The primary objectives, in order of priority, of the City's investment activities shall be:

4.1 Safety. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio.

4.2 Liquidity. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. This is accomplished by maintaining a portion of the portfolio in money market funds and the State Local Agency Investment Fund with immediate withdrawal provisions. The City's practice is to buy and hold instruments to maturity, and since all cash demands cannot be forestalled, the portfolio will include securities with active secondary or resale markets should the need to sell prior to maturity arises.

4.3 Return on Investment (Yield). Investment return becomes a consideration only after the basic requirements of safety and liquidity have been met. Subject to the first and second objectives of safety or principal and liquidity, respectively, the investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles while adhering to the list of authorized investments.

5.0 Duties and Responsibilities. The State of California gives the City Council, in its capacity as legislative body of the City and its related entities, the ability to delegate the investment authority to the City Treasurer (acting in the capacities of City Treasurer and treasurer of the City's related entities) for a one-year period in accordance with Section 53607 of the California Government Code. The delegation will require renewal each year. So long as the City Council's annual delegation of investment authority pursuant to California Government Code Section 53607 to the City Treasurer is effective, no person may engage in investment transactions unless directed by the City Treasurer, or in the absence of such effective delegation, unless directed by the City Council.

In the execution of this delegated authority, the City Treasurer may establish accounts with well qualified, financially sound financial institutions and/or brokers/dealers for the purpose of completing investment transactions in accordance with this policy. The criteria used to select qualified financial institutions and broker/dealers for effecting purchases of authorized investments are identified in Section 14 of this policy. The criteria used to select qualified financial institutions for the custody of the City's investments are identified in Section 16 of this policy.

Pursuant to Section 53607 of the California Government Code, so long as the City Council, in its capacity as legislative body of the City and its related entities, has delegated its investment authority to the City Treasurer (acting in the capacities of City

Treasurer and Treasurer of the City's related entities) and such delegation is in full force and effect, the City Treasurer shall make a quarterly report of the investment transactions to the City Council, as described in Section 18.2 of this policy.

The City Treasurer shall annually, as well as when any change is proposed to be made to the policy, render a statement of investment policy to the City Council to be considered at a public meeting.

Pursuant to Sections 53607 and 53646 of the California Government Codes, the City Treasurer shall submit reports to the City Council as described in Section 18.0 of this policy.

6.0 Prudence. Section 53600.3 of the California Government Code identifies the legal standard applicable to the City Council, as legislative body of the City and its related entities, and to those persons authorized to make investment decisions on behalf of a local agency and Section 53600.3 deems the legislative body and such authorized persons to be trustees, and therefore fiduciaries subject to the "prudent investor" standard. As a trustee and fiduciary, the standard of prudence to be used shall be the "prudent investor" standard and shall be applied in the context of managing the overall portfolio. Specifically, as set forth in Section 53600.3, when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the City Council, as legislative body of the City and its related entities, and other persons authorized to make investment decisions on its behalf, shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk changes or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

7.0 Ethics and Conflicts of Interest. All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment recommendations and decisions. Employees and investment officials shall make all disclosures appropriate under the Fair Political Practices Act and may seek the advice of the City Attorney and the Fair Political Practices Commission whenever there is a question concerning personal financial or investment positions that could represent potential conflicts of interest.

8.0 Authorized Investments.

8.1 Pooled Investments. The City Treasurer may invest City funds in the following instruments as specified in the California Government Code, Section 53601, subject to the limitations set out in that section and as further limited in this policy. See also Section 12.0 for limitations on issuer concentration for certain types of investments authorized under this Section 12.0. Investments will be made only in readily marketable securities actively traded in the secondary market.

8.1.1 U.S. Treasury Notes, Bonds, Bills, Notes and Bonds: provided that the stated final maturity of such security does not exceed five (5) years from the date of purchase.

8.1.2 Federal Agency debentures and mortgage-backed securities with a final maturity not exceeding five (5) years from the date of purchase issued by the Government National Mortgage Association (GNMA).

8.1.3 Federal Instrumentality (government sponsored enterprise) debentures, discount notes, bullets, callable and step-up securities, with a final maturity not exceeding five (5) years from the date of purchase, issued by the following only: Federal Home Loan Banks (FHLB), Federal National Mortgage Association (FNMA), Federal Farm Credit Bureau (FFCB), Federal Home Loan Mortgage Corporation (FHLMC), and Federal Agricultural Mortgage Corporation (FAMCA).

8.1.4 Time Certificates of Deposit, nationally or state-chartered banks; savings or federal associations; or state or federal credit unions: Deposits should not exceed five-year maturity and shall be collateralized as specified in paragraph 9.0 of this policy or FDIC or NCUA insured up to $250,000. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.5 Negotiable Certificates of Deposit issued by nationally or state-chartered banks; savings or federal associations; state or federal credit unions; or federally licensed or state licensed branches of foreign banks. Purchases may not exceed 30% of the portfolio and final maturity may not exceed five (5) years from date of purchase. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.6 Banker's Acceptances, Foreign/Domestic, with a minimum rating of "A1" by S&P Global Ratings or "P1" by Moody's Investors Service, Inc. (prime) rating provided that the acceptances are eligible for purchase by the Federal Reserve System and the maturity does not exceed 180 days maturity or 40% of the total portfolio. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.7 Commercial Paper: Short-term instruments with a maximum maturity of 270 days or less, an "A1/P1" (prime) rating or better, with fixed coupons, fixed maturity and no call provisions and meeting all of the additional conditions in either paragraph (A) or (B) below.

(A) The issuer is a general corporation organized and operating within the United States, has total assets in excess of five hundred million dollars, and has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a nationally recognized rating agency.

(B) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company; has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond, and has commercial paper that is rated "A1/P1" (prime) or better by a nationally recognized rating agency.

Purchases of commercial paper may not exceed 25% of the portfolio. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.8 Medium-term Corporate Notes of a maximum of five years until maturity issued by corporations organized and operating within the United States and rated in the rating category of "A-" or better of Moody's Investors Service, Inc. or and S&P Global Ratings. Purchases may not exceed 30% of the portfolio. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.9 Repurchase Agreements with a maximum maturity of one year. Repurchase Agreements will only be with primary dealers of the Federal Reserve Bank of New York, and who have long-term debt rated in the "AAA" or "AA" categories of Moody's Investors Service, Inc. or Standard & Poor's (S&P) Global Ratings. Investments will be collateralized as specified in paragraph 9.0 of this Investment Policy. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.10 Money Market Funds registered under the Investment Company Act of 1940 which (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant daily net asset value per share of $1.00; (3) invest only in the securities and obligations authorized in this investment policy and (4) have a rating of at least two of the following: AAAm by S&P Global Ratings, Aaa by Moody's or AAA/V1+ by Fitch. The aggregate investment in money market funds

shall not exceed 20% of the City's total portfolio. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.11 County Pooled Investment Funds in accordance with the laws and regulations governing those Funds and State law (GC 53684).

8.1.12 State of California pooled "Local Agency Investment Fund" in accordance with the laws and regulations governing those Funds and State law (GC 16429.1 et seq.).

8.1.13 Insured deposits: Deposits not exceeding $250,000 shall be permitted only in those nationally or state-chartered banks, savings or federal associations, or state or federal credit unions that are active members of the Federal Deposit Insurance Corporation (FDIC) and provided that the final maturity does not exceed five (5) years from date of purchase. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.14 The "Sweep" account for the overnight investment of idle funds shall be subject to this policy.

8.1.15 City of Irwindale bonds, or bonds issued by its related entities for which the members of the City Council serve as the legislative body, provided that the stated final maturity of such security does not exceed five (5) years from the date of purchase. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.16 Registered state warrants, treasury notes or bonds of the State of California. Registered treasury notes or bonds from any of the remaining 49 States. The stated final maturity of such security shall not exceed five (5) years from the date of purchase. Rated in the rating category of "A-" or "A-1" or better of Moody's Investors Service, Inc. or Standard & Poor's (S&P) Global Ratings. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.17 Bonds, notes, warrants, or other indebtedness of any local government agency within California. The stated final maturity of such security shall not exceed five (5) years from the date of purchase. Rated in the rating category of "A-" or "A-1" or better of Moody's Investors Service, Inc. or Standard & Poor's (S&P) Global Ratings. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.1.18 Supranational Organizations Securities, Limited to United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by: International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and

Inter-American Development Bank (IADB). The stated final maturity of such security shall not exceed five (5) years from the date of purchase and rated in the category of "AA" or its equivalent or higher by a nationally recognized rating agency. Purchases may not exceed 30% of the portfolio. Section 12.0 of this policy applies with respect to issuer-concentration limits.

8.2 Investments held separately. Investments of bond funds will be made in conformance with the trust indenture for each issue. Such investments will be held separately when required.

9.0 Collateralization. Investments in time certificates of deposit shall be fully insured for the entire term of the certificate by the Federal Deposit Insurance Corporation (FDIC). The FDIC limit has been established by the Congress at $250,000.00. Investments in time certificates of deposit, or deposits not insured in accordance with Section 8.1.13 of this policy, in excess of the limit shall be properly collateralized in accordance with California Government Code Section 53630 et seq. (constituting Article 2 of Chapter 4 of Part 1 of Division 2 of Title 5 of the California Government Code). Without limiting the foregoing, Section 53652 of the California Government Code requires that the depository pledge securities with a market value of at least 10% in excess of the City's deposit as collateral in government securities, and 50% in excess of the deposit as collateral in mortgage pools. Section 53649 of the California Government Code specifies that the City Treasurer is responsible for entering into deposit contracts with each depository.

Investments in repurchase agreements must also be collateralized. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% or greater of market value of principal and accrued interest.

10.0 Unauthorized Investments/Investment Activities. Section 53601.6 of the California Government Code prohibits the following investments: inverse floaters, range notes, or mortgage-derived, interest-only strips.

10.1 No investment will be made that has either (1) an embedded option or characteristic which could result in a loss of principal if the investment is held to maturity, or (2) an embedded option or characteristic which could seriously limit accrual rates or which could result in zero accrual periods.

10.2 No investment will be made that could cause the portfolio to be leveraged.

11.0 Investment Strategy.

11.1 Pooled Investments. A buy and hold strategy will generally be followed; that is, pooled investments once made will usually be held until maturity. A buy

and hold strategy will result in unrealized gains or losses as market interest rates fall or rise from the coupon rate of the investment. Unrealized gains or losses, however, will diminish as the maturity dates of the investments are approached or as market interest rates move closer to the coupon rate of the investment. A buy and hold strategy require that the portfolio be kept sufficiently liquid to preclude the undesirable sale of investments prior to maturity. Occasionally, the City Treasurer may find it advantageous to sell an investment prior to maturity, but this should be only on an exception basis and only when it is clearly favorable to do so.

11.2 Investments held separately. Investments held separately for bond proceeds will follow the trust indenture for each issue.

12.0 Diversification. To the extent feasible the portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions. In addition to the limitations on specific security types indicated in Section 8.0 of this Investment Policy, and with the exception of U.S. Treasury/Federal agency securities and authorized pools, for each type of investment, no more than five percent (5%) of the City's portfolio will be placed with a single issuer.

13.0 Maximum Maturities. To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities with a final stated maturity date of more than five (5) years from the date of purchase settlement. Any investment in securities with a final stated maturity date of more than five (5) years from the date of purchase settlement can only be made if the City Council has granted express authority to make that investment either specifically or as part of an investment program approved by City Council no less than three months prior to the investment.

13.1 Callable investments will be recorded at their maturity dates.

13.2 Investments Held Separately. Maturities for investments held separately will conform to the trust indenture for each issue.

14.0 Selection of Financial Institutions and Broker/Dealers. Investments shall be purchased only through well established, financially sound institutions meeting the requirements of California Government Code Sections 53601.5 or 53601.8, as applicable. The City Treasurer shall maintain a list of financial institutions and broker/dealers approved for investment. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions will be given a copy of the City's Investment Policy, and a return cover letter which must be signed indicating that the investment policy has been read and understood. Qualified financial institutions and broker/dealers must supply the City Treasurer with the following:

14.1 Financial Institutions.

- Current audited financial statements.

- Depository contracts, as appropriate.
- A copy of the latest FDIC call report.
- Proof that commercial banks, savings banks, or savings and loan associations are state or federally chartered.

14.2 Broker/Dealers.

- Current audited financial statements.
- Proof that brokerage firms are members in good standing of a national securities exchange.

15.0 Purchase, Payment, and Delivery. Purchases on margin will not be made. Payment for securities will be done on a Delivery Versus Payment (DVP) basis via the City's custodian. Delivery of securities will be made to the City in accordance with the third-party custodial agreement.

16.0 Safekeeping and Custody. All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-vs.-payment basis. All securities owned by the City will be held by a third-party custodian meeting the requirements of California Government Code Section 53608 and designated by the City Treasurer, and the securities will be evidenced by a monthly statement from the custodian. Collateral for time deposits in savings and loans will be held by the Federal Home Loan Bank of an approved Agent of Depository. Collateral for time deposits in banks will be held in the City's name in the bank's Trust Department or in the Federal Reserve Bank.

17.0 Performance Standard. Investment performance is regularly monitored and evaluated to attain a market-average rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. The rate of return of the investment portfolio will be based on the maturity value of the investments.

18.0 Reporting. Pursuant to California Government Code Sections 53646(b) and 53607, respectively, City Treasurer shall render a quarterly investment report and shall make a monthly transactions report in accordance with subsections 18.1 and 18.2, respectively, below.

18.1 Quarterly Investment Report. In furtherance of Section 53646(b) of the California Government Code a quarterly investment report shall be submitted to the City Council within 30 days following the end of the quarter covered by the report.

Since the Irwindale Reclamation Authority's funds are included in the City's cash and investment balances, the end of the quarter report must first be submitted to the City Council before it's presented to the Irwindale Reclamation Authority Board. The Irwindale Reclamation Authority Board meets on the second Wednesdays of March, June, September and December; therefore, the end of

the quarter reports will need to be brought forth for review within 60 days after submittal to the City Council.

18.1.1 Pooled Investments. The quarterly investment report shall be submitted by the City Treasurer within 30 days following the end of the quarter covered by the report. The quarterly report shall include the following elements:

- Itemized listing of portfolio investments by type, issuer's name, and date of maturity.
- Par amount of the instrument, market value, and dollar amount invested in each security.
- Investment transactions for the reporting period.
- Statement that the investment portfolio has the ability to meet the City's cash flow needs for the next six (6) months, or an explanation as to why sufficient money shall, or may not be available.
- Statement of compliance of the portfolio with the City's Investment Policy. When applicable, any material exceptions will be noted.

18.1.2 Investments Held Separately. A report of investments held separately shall be rendered quarterly within 30 days following the end of the quarter submitted as an exhibit in the City Treasurer's quarterly investment report. The quarterly investment report shall contain the information required by Section 53646 when available.

18.2 Monthly Transactions Reports. So long as the City Council, in its capacity as legislative body of the City and its related entities, has delegated its investment authority to the City Treasurer (acting in the capacities of City Treasurer and treasurer of the City's related entities) and such delegation is in full force and effect, the City Treasurer shall make a monthly report of all investment transactions to the City Council, pursuant to Section 53607 of the California Government Code.

19.0 Short-term Borrowing. The City is permitted by law to borrow money to meet current short-term cash flow needs. These needs may arise either because projected cash disbursements exceed projected cash receipts, or because the City's cash accounts may be temporarily overdrawn due to the efforts to invest 100% of inactive funds at all times. To provide for these contingencies the City Treasurer is authorized to take the following actions, in each instance subject to compliance with applicable California law authorizing and establishing limitations on such borrowings:

19.1 Short-term Loan. When there is a shortfall between projected cash revenues and projected cash disbursements, the City Treasurer will secure a loan in the amount that would equal the cash deficit plus projected cash disbursements for one month. Any such loan will be repaid within one year.

19.2 Line of Credit. The City Treasurer may maintain a line of credit with the City's bank in an amount to cover sums temporarily overdrawn because of efforts to invest all inactive funds at all times.

20.0 Exceptions. Occasionally, exceptions to some of the requirements specified in this Investment Policy may occur for pooled investments because of events subsequent to the purchase of investment instruments, e.g., the rating of a corporate note held in the portfolio is downgraded below an "AA" rating, or total assets in the portfolio decline causing the percentage invested in corporate notes to rise above 30%.

State law is silent as to how exceptions should be corrected. Exceptions may be temporary or more lasting; they may be self-correcting or require specific action. If specific action is required, the City Treasurer should determine the course of action that would correct exceptions to move the portfolio into compliance with State and City requirements. Decisions to correct exceptions should not expose the assets of the portfolio to undue risk and should not impair the meeting of financial obligations as they fall due. Any subsequent investments should not extend existing exceptions.

21.0 Internal Control. The City Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

22.0 Investment Policy Adoption. California Government Code § 53646(a)(2) states that a City Treasurer may annually render to the City Council a statement of investment policy, which the City Council shall consider for adoption at a public meeting. Pursuant to Section 5.0 of the policy, the City Treasurer shall annually, as well as when any change is proposed to be made to the policy, render a statement of investment policy to the City Council which City Council should consider for adoption at a public meeting.

23.0 Social Responsibility. Investments in corporate securities and depository institutions (including purchases of investments authorized by Section 8.0 of this policy and relationships for depository, custodial, brokerage and other financial services per Sections 14.0, 15.0, and 16.0 of this policy or otherwise) shall be made in furtherance of socially responsible goals to the extent that such investments achieve substantially equivalent safety, liquidity and yield compared to other similar investments permitted by state law. Investments are to be made that will bear in mind the responsibility of city government to its citizens. Investments that support community well-being; promote equality of rights regardless of sex, race, age, disability or sexual orientation; promote community economic development; provide a positive impact on the environment, fair workplace practices, robust corporate governance, high product integrity, and positive community involvement will be considered.

INVESTMENT POLICY

GLOSSARY

Administrator of Local Agency Security: The State office or entity designated by California Government Code Section 53661 from time to time to approve and authorize "agents of depositories" to hold securities that secure and collateralize local agency deposits. Currently, the "Administrator of Local Agency Security" is the California Commissioner of Business Oversight.

Agent of Depository: Any one of the following entities that is duly authorized pursuant to California Government Code Section 53657 and by the Administrator of Local Agency Security to hold securities that secure and collateralize a local agency's deposits, as more specifically designated by the local agency's treasurer in the applicable contract for deposit of the local agency's funds under California Government Code Section 53649: a trust company located within the State of California, the trust department of a bank located in the State of California, or the Federal Home Loan Bank of San Francisco.

Amortized Cost: The cost of investments adjusted for amortized premiums and discounts. Amortized cost is used to maintain comparability with market value.

Arbitrage Regulation: The law to control the use of profit making by purchasing securities on one market for immediate resale on another in order to profit from a price difference.

Ask: The price at which securities are offered.

Bankers' Acceptances (BA): A time draft of invested funds that have been drawn on and accepted for repayment by a bank. By accepting the draft (investment of City funds), the bank is liable for the payment at maturity. The credit worthiness of Bankers' Acceptances is enhanced because they are secured by the issuing bank, the goods themselves, and the importer. This financial instrument is short-term, not more than 180 days and is sold on a discounted basis.

Bear Market: A period of generally pessimistic attitudes and declining market prices.

Bid: The price offered for securities.

Bond: An interest-bearing security issued by a corporation, government, governmental agency or other body, which can be executed through a bank or trust company. A bond is a form of debt with an interest rate, maturity, and face value, and is usually secured by specific assets. Most bonds have a maturity of greater than one year, and generally pay interest semiannually.

Bond Indenture: Written agreement specifying the terms and conditions for issuing bonds, including; the form of the bond, the maturity date and payment schedule with interest rate, call provisions and protective covenants, if any, collateral pledged, and other terms. Obligations of the bond issuer are identified as well as the trustee's responsibility for ensuring that interest payments are made to registered bondholders.

Bond Rating: The classification of a bond's investment quality.

Book Value: A term synonymous with amortized cost.

Broker: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; a broker does not position. In the money market, brokers are active in markets, in which banks buy and sell money, and in inter-dealer markets.

Bull Market: A period of generally optimistic attitudes and increasing market prices.

Bullet Bond: A debt instrument whose entire face value is paid at once on the maturity date. Bullet bonds are non-callable. Bullet bonds cannot be redeemed early by an issuer, so they pay a relatively low rate of interest because of the issuer's exposure to interest-rate risk. Both corporations and governments issue bullet bonds, and bullet bonds come in a variety of maturities, from short- to long-term.

Buy and Hold: Management strategy in which the intent is to hold each security until maturity.

Callable Bond: A bond that can be redeemed by the issuer prior to its maturity. Sometimes, a premium is paid to the bond owner when the bond is called. It is also known as a "redeemable bond." The main cause of a "call" is a decline in interest rates. If interest rates have declined since an issuer first issued the bonds, it will likely want to refinance this debt at a lower rate of interest. In this case, the issuer will "call" its current bonds and issue replacement bonds at a lower rate of interest.

Certificate of Deposit (CD): A time deposit with a specific maturity and interest rate evidenced by a certificate. Maturities range from a few weeks to several years. Interest rates are set by competitive forces in the marketplace. There is a penalty for early withdrawal. CD's in large denominations are typically negotiable.

Collateralization: Refers to securities pledged by a bank to secure deposits of public monies. Also refers to evidence of deposit or other property that a borrower pledges to secure repayment of a loan.

Commercial Book-Entry: The commercial book-entry system is operated by the Federal Reserve Banks in their capacity as fiscal agents of the Treasury. Investors who maintain their securities in this system generally have purchased their securities through a financial institution or a government securities broker or dealer. These securities are

recorded in the commercial book-entry system as book-entry issues held for the account of a depository institution. The depository institution (e.g., bank, brokerage firm or securities clearance organization) maintains records identifying the owners of securities held in its account in the system.

Commercial Paper: A short-term IOU, or unsecured money market obligation, issued by prime rated commercial firms and financial companies, with maturities from two (2) days up to 270 days. A promissory note of the issuer used to finance current obligations, and is a negotiable instrument. The notes are typically in minimum denominations starting at $100,000.00 to comply with criteria for exemption from registration under federal securities laws.

Commission: The broker's or agent's fee for purchasing or selling securities for a client.

Coupon: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value or a certificate attached to a bond evidencing interest due on a payment date.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for their own account.

Debenture: An unsecured bond backed only by the general credit of the issuer.

Delivery Versus Payment: There are two methods of delivery of securities: "delivery versus payment" and "delivery versus receipt" (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities indicating payment is due when the buyer has securities in hand or in book entry.

Discount: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be a discount.

Discount Securities: (1) Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills; or (2) any security sold below face value and which can be re-sold later at a higher price

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Embedded Option: A statement within the bond structure that gives the issuer a right to perform a specific action in the future and may alter the interest rate earned by the bond. Examples of embedded options include the right of redemption, a put feature, or mortgage prepayment rights in a mortgage-backed security.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., small business firms, farmers,

farm cooperatives, and exporters. These are securities such as the Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Federal Farm Credit Bureau (FFCB), Government National Mortgage Association (GNMA) and the Small Business Administration (SBA).

Federal Funds Rate: The rate of interest at which FED funds are traded. This rate is currently pegged by the Federal Reserve through open market operations.

Federal Open Market Committee: Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve Guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., twelve Regional Banks and commercial banks that are members of the system.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to $250,000.00 per depositor per insured bank.

Federal Home Loan Banks (FHLB): Eleven regional banks within the Federal Home Loan Bank System, a government sponsored enterprise, that lend to its member financial institutions, which generally consist of thrift institutions, commercial banks, credit unions, insurance companies, and certified community development financial institutions. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

Fiscal Year: An accounting or tax period comprising any twelve month period. The City's fiscal year begins on July 1.

Interest-Only Strips: Financial instrument where investor receives only the interest, no principal, from a pool of debt instruments such as mortgages, treasuries, or other bonds. Issues are highly interest rate sensitive. Cash flows vary between interest periods. As well, the maturity date may occur earlier than that stated if all loans within the pool are pre-paid. High prepayments on underlying debt instruments can return less to the holder than the dollar amount invested.

Inverse Floater: A bond or note that does not earn a fixed rate of interest. Rather, the interest rate that is earned is tied to a specific interest-rate index identified in the bond/note structure. The interest rate earned by the bond/note will move in the opposite direction of the index, e.g. if market interest rates as measured by the selected index rises, the interest rate earned by the bond/note will decline. An inverse floater increases the market rate risk and modified duration of the investment.

Laddered Portfolio: Bond investment portfolio with securities in each maturity range (e.g. monthly) over a specified period of time (e.g. five years).

Leverage: (1) Investing with borrowed money with the expectation that the interest earned on the investment will exceed the interest paid on the borrowed money; or (2) the use of debt to undertake an investment or project.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked price is narrow and reasonable size can be done at those quotes.

Local Agency Investment Fund (LAIF): The State of California Local Agency Investment Fund held in the custody of the State Treasurer for investment and reinvestment, created in 1977 by California Government Code Section 16429.1 to provide an investment alternative for California's local governments and special districts. This is a voluntary investment program offering agencies the opportunity to participate in a major portfolio which daily invests billions of dollars and using the investment expertise of the State Treasurer's Office investment staff, at no additional cost to the taxpayer. Investment in LAIF, considered a short-term investment, is readily available for cash withdrawal on a daily basis.

Market Risk: The risk that market interest rates will rise causing a loss of value in investments held. All investments made by the City involve a degree of market risk. See also "Unrealized Gains (Losses).

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Medium Term Corporate Notes: Corporate notes issued with fixed coupons and maturity. A promissory note of the issuer used to finance current obligations, which is a negotiable instrument.

Modified Duration: A measure of the sensitivity that the value of a fixed-income security has exposure to changes in market rates of interest. Modified duration is the best single measure of a portfolio's or security's exposure to market risk. Modified duration identifies the potential gain/loss in value before the gain/loss actually occurs. It is a prospective measurement, e.g., a modified duration of 1.5 indicates that when and if a 1% change in market interest rates occurs, a 1.5% change in the value of a security will result. Investments with modified durations of one to three are considered to be relatively conservative.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Negotiable Certificates of Deposit (NCD): A certificate of deposit that can be bought and sold on the secondary market prior to maturity. Negotiable certificates of deposit were developed so large deposits ($100,000.00 or more) could be made at a competitive interest rate with some liquidity.

Nominee Name: Registered owner of a stock or bond if different from the beneficial owner, who acts as holder of record for securities and other assets. Typically, this arrangement is done to facilitate the transfer of securities when it is inconvenient to obtain the signature of the real owner, or the actual owner may not wish to be identified. Nominee ownership simplifies the registration and transfer of securities.

Offer: The price asked by the seller of securities. When buying securities you ask for an offer. See Ask and Bid.

Open Market Operations: Purchases and sales of government and certain other securities by the New York Federal Reserve Bank as directed by the Federal Open Market Committee in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Operational Liquidity: To insure that adequate funds are available to meet current obligations without having to sell securities prior to maturity. This dollar amount will be set at a level equal to one and one-half times the City's highest level of liquidity demand within the most recent three year period.

Pooled Investments: Resources grouped for advantage of the participants.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government security dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

Principal: The face or par value of an instrument.

Prudent Person Rule: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a legal list of securities selected by the state. In other states, the trustee may invest in a security if it is one, which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

Range Note: Investment whose coupon payment varies (e.g. either 7% or 3%) and is dependent on whether the current benchmark (e.g. 30 year Treasury) falls within a pre-determined range (e.g. between 6.75% and 7.25%).

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Rating: The designation used by investors' services to rate the quality of a security's creditworthiness. Moody's ratings range from the highest Aaa, down through Aa, A, Bbb, Ba, B, etc. while S&P's ratings range from the highest AAA, down through AA, A, BBB, BB, B, etc.

Refinancing: Rolling over the principal on securities that have reached maturity or replacing them with the sale of new issues. The object may be to save interest costs or to extend the maturity of the loan.

Repurchase Agreement: A transaction where the seller (bank) agrees to buy back from the buyer (City) the securities at an agreed upon price after a stated period of time.

Reverse Repurchase Agreement: A transaction where the seller (City) agrees to buy back from the buyer (bank) the securities at an agreed upon price after a stated period of time.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection. See Third Party Custodian.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities and Exchange Commission (SEC): Agency created by Congress to protect investor's transactions by administering securities legislation.

SEC Rule 15C3-1: See uniform net capital rule.

Spread: The difference between two figures or percentages. For example, it may be the difference between the bid and asked prices of a quote, or between the amount paid when bought and the amount received when sold.

Structured Notes: Notes issued by Government sponsored enterprises and corporations which have imbedded options in their debt structure (e.g., call features, step-up coupons, floating rate coupons and derivative-based returns). Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded

options and shifts in the yield curve. This includes securities from the Federal National Mortgage Association (FNMA) and Federal Home Loan Bank (FHLB).

Supranational: are organizations that provide development financing, advisory and financial services to their member countries to promote political, cultural unity, or economic growth.

Sweep Account: Short-term income account into which all uninvested cash balances from the non-interest bearing checking account are automatically transferred on a daily basis. The sweep is used in conjunction with "zero balance" accounts to maximize investment of idle cash.

Third-Party Custodian: Corporate agent, usually a commercial bank, who, acting as trustee, holds securities under a written agreement for a corporate client and buys and sells securities when instructed. Custody services include securities safekeeping, and collection of dividends and interest. The custodial bank acts only as a transfer agent and makes no buy or sells recommendations.

Treasury Bills: A short-term non-interest bearing security that matures in one year or less and are issued by the U.S. Treasury to finance the national debt. Bills (commonly known as "T" bills) are sold at a discount (a price less than par (face) value) and are paid at par value at maturity. They do not pay interest before maturity. Return is the difference between par and discount price.

Treasury Bonds: Long-term coupon bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than ten years. The bonds pay a fixed rate of interest every six months.

Treasury Notes: Medium term coupon bearing U.S. Treasury securities issued as direct obligations of the U.S. Government. Treasury notes mature in two, three, five, seven, or ten years. The notes pay a fixed rate of interest every six months.

Trustee: A bank designated as the custodian of funds and the official representative for bondholders.

Underwriter: A dealer bank or financial institution which arranges for the sale and distribution of a large batch of securities and assumes the responsibility for paying the net purchase price.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms, as well as non-member broker/dealers in securities, maintain a maximum ratio of indebtedness to liquid capital of 15 to 1: also called net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, and is one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Unrealized Gains (Losses): Increases (decreases) in the value of investments representing the difference between the amortized cost of the investments and their current market value. Increases (decreases) in value are caused primarily by changes in market interest rates subsequent to purchasing the investments. Increases (decreases) in value indicate two (2) things: 1. The portfolio has a potential gain (loss) in principal if the securities are sold, and 2. The portfolio is over-performing (underperforming) the current market for similar investments. An increase in value indicates the portfolio is earning relatively more interest than current market conditions, and a decrease in value indicates that the portfolio is earning relatively less interest than current market conditions.

U.S. Government Agencies Debt: Instruments issued by various U.S. Government Agencies or U.S. government-sponsored enterprises, most of which are secured only by the credit worthiness of the particular agency.

- U.S. Agency Callable: A callable federal agency or government security gives the issuer of the bond the right (not the obligation) to redeem it at predetermined prices at specified times prior to maturity. Yields on callable bonds tend to be higher than yields on noncallable, "bullet" maturity bonds because the investor must be rewarded for taking the reinvestment risk the issuer will call the bond if interest rates decline, forcing the investor to reinvest the proceeds at lower yields.
- U.S. Agency Bullet: A security issued by various U.S. Government Agency which cannot be "called" back by the issuer. The security is non-callable and therefore the reinvestment risk is zero.

Yield: The rate of annual return on an investment expressed as a percentage. Income yield is calculated by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income minus any premium or plus any discount from par on purchase price, with the adjustment amortized over the period from the date of purchase to the date of maturity of the instrument.

Zero Accrual Periods: A period of time in which an investment accumulates no interest.

City Council Item #42.D.

City of IRWINDALE
AGENDA REPORT

Date: December 13, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, Executive Director

Issue: 2023 4th Quarter Mining Report of Nine (9) SMARA Pits

Executive Director's Recommendation:

That the Irwindale Reclamation Authority receive and file this report

Administrative Action:

Submitted by:

Electronically Approved

Eddie Chan, Director of Engineering / Building Official _____

Prepared by:

Electronically Approved

Francisco Carrillo, Construction Compliance Manager _____

Reviewed by:

Electronically Approved

Adrian R. Guerra, City Attorney _____

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer _____

Approved by:

Electronically Approved

Julian A. Miranda, Executive Director _____

Background and Analysis:

The table below summarizes the 2023 fourth quarter estimated mining production of five (5) pits governed by the Surface Mining and Reclamation Act of 1975 (SMARA Pits) currently conducting mining activity in the City.

Mine Site	Estimated Production September 2023 through	Estimated Remaining Reserve (Tons)

	November 2023 (Tons)	
Lehigh Hanson Pit	465,529	50,326,577
Peck Road Gravel Pit	15,000	127,000
Vulcan Reliance I	511,711	21,111,988
Vulcan Durbin	492,322	28,456,949
Olive Pit	538,124	27,287,069

A total of approximately *2,022,686 tons* of material were produced during the reporting period, September 2023 through November 2023, from the five (5) SMARA Pits listed above. This is approximately *191,041 tons* less than reported in the previous quarter.

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

Mine Site	Status	Activity
United Pit No. 2	Under Reclamation	Fill Operations for Mine Reclamation
United Pit No. 3	Under IMP Review*	Inactive
United Pit No. 4	Active	Processing Plant
Azusa Western Pit	Idle (IMP)	Inactive

*Interim Management Plan (IMP) for United Pit No. 3 is currently under review. Thus, no production was reported and it is estimated that 370,470 tons of reserves remain for future mining.

During the 2023 fourth quarter reporting period, reclamation activity was reported from three (3) SMARA Pits. Following is a summary of the reclamation activity at these three SMARA Pits:

Mine Site	Estimated Fill Placed September 2023 through November 2023 (C.Y.)
Lehigh Hanson Pit	100,500
United Pit No. 2	261,100
Vulcan Durbin Pit	116,000

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

Installation of the traffic signal at the Olive Pit entrance on Los Angeles Street has been completed and has been operational since the beginning of October of this year.

United continues its efforts to obtain final approval for the traffic signal at the intersection of Azusa Canyon Road and Los Angeles Street. The traffic signal design is at 95% completion and is contingent on the acquisition of the easements located on the easterly property and on the southeast property of the intersection. The owners of the southeast property of the intersection have verbally agreed to the easement. Currently, staff is working on the design of a driveway improvement as part of the

conditions to acquire the easement at the easterly property. Design plans for the intersection will wrap up rapidly, once the City completes the acquisition of the easements.

Fiscal Impact:

None.

Attachments:

None